

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1 <b>of</b> 75
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W52P1J-05-R-0137		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2006FEB22	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ AFSC AMSFS-CCA-R ROCK ISLAND, IL 61299-6500  BLDGS 350 & 390			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b> HQ AFSC CONTRACTING & PARC CENTER ATTN AMSFS-CC ROCK ISLAND, IL 61299-6500		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and** 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** AMSFS-CC BLDG 350 CONTRACTING CTR **until** 03:45pm **(hour) local time** 2006APR17 **(Date).**

**Caution - Late Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> MITZI WAGNER <b>E-mail address:</b> MITZI.WAGNER@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-4657
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**OFFER (Must be fully completed by offeror)**

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within** \_\_\_\_\_ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

**14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:**

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> <b>Different From Blk 15A- Furnish Such Address In Offer</b>		<b>17. Signature</b>	<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>		
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)		
<b>24. Administered By (If other than Item 7)</b>		<b>Code</b>	<b>25. Payment Will Be Made By</b>		
SCD PAS ADP PT					
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  _____ (Signature of Contracting Officer)		<b>28. Award Date</b>

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-05-R-0137 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 75
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

NOTICE: This acquisition is restricted to U.S. and Canada and shall be acquired via competitive, best value procedures.

1. This solicitation is issued for the acquisition of 105MM, M314A3 Illumination Cartridges (NSN: 1315-01-514-5716). The solicitation includes a twelve month two phase Pre-Production Optimization effort. Contractor is requested to thoroughly review the Statement of Work (SOW), Revision H dated 5 Feb 06, shown in Section C, which defines this effort.
2. Since this acquisition is restricted to U.S. and Canada, offerors are cautioned that this requirement must be manufactured in the U.S. or Canada to include First Article Test, Components and Load/Assemble/Pack (LAP). Proposals must be submitted in U.S. Dollars. See clause 52.225-4503 (Section H) for further details regarding Restriction of Critical Items and Components.
3. It is anticipated that this action will result in a multiple year firm fixed price contract with the Optimization/FAT effort for FY06 and yearly options for each FY07 - FY10. Offerors are directed to Section I - Evaluated Option. Option prices are requested in range pricing as identified in Section I. The range quantities are provided for the purpose of establishing reasonable quantities against which to provide prices and to allow the Government to purchase quantities that offer the best prices.
4. The Technical Data Package (TDP) is classified as "Distribution C" which means it cannot be distributed via the internet. Distribution of the TDP is only authorized to U.S. Government agencies and private individuals or enterprises eligible to obtain export-controlled technical data in accordance with regulations implementing 10 USC 140c. A Military Critical Technical Data Agreement, DD Form 2345, certified by Defense Logistics Services Center, Battle Creek, MI is required. Technical Data Package cannot be forwarded to a contractor who has not been certified. A copy of the executed DD Form 2345 is required to be submitted to the contract specialist, Mitzi Wagner at mitzi.wagner@us.army.mil, with any request for the technical data package. The form and all applicable instructions can be obtained at the following website: www.disc.dla.mil/ccal. The TDP will be sent via U.S. mail unless the requester provides a Federal Express account number and authorization to send the TDP via that method. Please provide a complete mailing address with your request and include the name/phone number of the person who is to receive the TDP.
5. A Pre-Proposal Conference will be held 22 Mar 2006 in the Rock Island Arsenal, Caisson Room, Bldg. 60 - 1st Floor, Rock Island, IL 61299-6000. Conference will begin at 8:30 AM CT, contractors may begin arriving at 8:00 AM CT. Request you email the contract specialist at Mitzi.Wagner@us.army.mil of your plans to attend this conference. In order to prepare for the Pre-Proposal Conference, contractors are requested to submit any comments and/or questions regarding this solicitation to the contract specialist by close of business, 14 Mar 2006. See clause 52.215-4571 in Section L for additional information.
7. The Government will furnish the Closing Plugs (P/N 75-14-575) and Washers (P/N 7549010) in support of this contract for the first year only (FY06). The solicitation contains a requirement for development of a new plastic closing plug which will replace the current metal hex closing plug and washer. This plastic plug will be furnished by the contractor for the 2nd through 5th year (FY07-FY10). A drawing for a similar plastic plug that is currently being used on 105MM HE rounds is provided with this RFP as an example (attachment 20). This plug is not compatible with Illumination Ctgs. The contractor will be responsible for developing the plug to be used with the M314A3 Illumination Ctg.
8. All offerors are cautioned to pay specific attention to Section L, "Instructions for Proposal Preparation". Offerors should read Section M, in its entirety, very carefully. This acquisition will be awarded based on evaluation of the offerors' proposal, using the factors and subfactors listed in Section M of the Request for Proposal (RFP). The acquisition will be awarded based on the evaluation of technical/management, recent, relevant past performance, financial capability, price, and small business utilization plan that provides the best value to the Government; therefore, the award may be made to other than the low offeror.
9. Offerors should also take special note of the provision at Federal Acquisition Regulation (FAR) 52.215-1, Instruction to offerors - Competitive Acquisition. The Government intends to award a contract resulting from this solicitation without discussions with offerors (except clarifications described in FAR 15.306(a)). Initial proposals should contain the offerors' best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.
10. Offerors are cautioned to ensure that their proposals are fully complete, including all fill-ins and blanks in the solicitation. This also includes small business subcontracting plans and written approval from the cognizant Contracting Officer to use rent-free Government owned facilities and equipment. All offers shall provide prices for items that conform to the TDP provided with this RFP ONLY. No alternate designs will be considered for award.
11. Please note that the TDP allows for the use of a brass cartridge case in lieu of steel. Offerors shall indicate in their proposals (Section B) by placing an "X" in the appropriate space if their offer is for the brass or steel cartridge case configuration.
12. An economic price adjustment (EPA) clause for steel or brass has been included in the solicitation, in Section I, but is not mandatory. The cost data provided in this clause will not be considered in the evaluation of price. This information will be used only in the calculation of an applicable EPA. If an offeror does not provide EPA pricing with their proposal, the Government will interpret omission as a waiver of the clause by the contractor.

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\*\*\* END OF NARRATIVE A 001 \*\*\*

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

(End of narrative)

(AS7002)

A-2 52.246-4536 LOCAL	SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION	JUL/2005
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(a) The following website and guide are provided as reference and to assist in understanding and constructing 2-D bar code item identification labels.

(1) Website for government developed bar code software, Joint Munitions Bar Code Labeler (JMBL) is:

<http://www.savi.com/downloads/JMBL/index.html>

(2) An introductory guide, "The Requirements and Implementation of 2-D Bar Codes on Munitions", is available upon request from HQ, JMC, SFSJM-CTA, 309-782-5206.

(b) The guide will give you background information on the what and why of 2-D bar codes for exterior shipping containers (boxes, cans, etc.) and unitized (palletized) loads. The website makes available software originally developed for government-owned, government-operated facilities. The software generates MIL-STD-129P compliant ammunition identification labels, and supports specific printers and label stock which conform to the requirements of MIL-PRF-61002A. The website also contains software user's and administrator's guides you may find helpful. The software is now made available to JMC suppliers at no charge, but comes with no warranty or support of any kind.

(End of narrative)

(AS7003)

A-3 52.252-4500 LOCAL	FULL TEXT CLAUSES	AUG/2005
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(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (\*\*\*).

(c) You can view or obtain a copy of all clauses and provisions on the Internet at:  
<http://www.osc.army.mil/ac/aais/osc/clauses/index.htm>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).

(End of narrative)

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(AS7001)

A-3 The offerors attention is directed to Clause L-15, reference 52.211.4510 entitled Partnering. The Government desires to enter into a partnering arrangement with the successful offeror though not one as formal as is contemplated by the AMC Partnering manual. The Governments overall objective is to establish program objectives, goals and identify any challenges that might impact those objectives and goals. The contemplated partnering arrangement would primarily involve the Government, the successful offeror and any major subcontractors. To minimize cost and resource expenditure partnering meetings could be held in conjunction with in process reviews. The offeror is reminded that partnering is a voluntary process and if an offeror elects not to enter into such an arrangement this will not be viewed negatively.

\*\*\* END OF NARRATIVE A 002 \*\*\*

A-4 As a part of this contract the successful offeror is responsible for total integration of the M314A3. It is the Governments desire to maintain a working relationship with the prime contractor during performance of this contract. The Government desires access to data, if required and will in turn share any data it has available. The Government also desires to participate in any analysis but only as observers, not in a decision making capacity unless requested by the prime contractor. This arrangement will be formalized should a partnering agreement be established. If no partnering arrangement is established this issue will be agreed upon separately to the satisfaction of all parties.

\*\*\* END OF NARRATIVE A 003 \*\*\*

A-5 Widder Bros. Inc., 825 Third Avenue, New York, NY, has been qualified as a source for the acrylic cloth material for the M67 Prop Charge. The Government, however, does not guarantee Widder Bros. can meet the required delivery schedule. Offerors must ensure all requirements of the solicitation (i.e., technical, delivery, etc.) can be met by any subcontractor used. Note that use of a source, other than Widder Bros., will require full prove out testing at their expense.

\*\*\* END OF NARRATIVE A 004 \*\*\*



Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>A DD 250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

To view or order tech data (when applicable), please go to <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement. Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL - 12944349:19200 with revisions in effect as of 12/03/2004 (except as follows):

Dwg 13009272 per ECP R04A2014 Change Distribution "A" TO: Distribution "C".

Per MIL-STD-1261, 12479550 has been added to the Pullfile.

75-14-575 - Image is not available. GFM item (closing plugs)

Ground Combat Vehicle Welding Code that is included with the TDP is not relevant to this procurement. Please disregard.

CLARIFICATION: MIL-C-20354C with Amendment 3 requires a Luminosity and burn time to assure the candle materials and processes meet 525,000 candlepower and burn time is not less than 60 seconds. Drawing 9206749 requires only 500,000 CP for 60 seconds. Please note that the specification takes precedence over the drawing, therefore the static test requirement is 525,000 candlepower for 60 seconds.

Add:

HCSDS	Rev	Date	Nomenclature	Ref-Doc
4	G	5/1/91	Barium Nitrate	MIL-B-162
8	E	5/3/91	Magnesium	MIL-P-14067
9	C	10/16/84	Laminac 4116	9220290
10	C	10/16/84	Cobalt Naphthenate	9220139
670	B	10/19/84	Methyl Ethyl Ketone Peroxide	9216269
1651	D	9/1/89	Protechnic, Comp, First Fire	9206749
1652	E	9/7/89	Protechnic, Comp, Illuminant	9206749
1660	D	2/26/01	Cartridge, 105mm, Illum, M314A3	9206821
10161	B	10/24/84	Graphite	MIL-G-155

Change: HCSDS 1653 from Rev A to Rev B, dated 12/8/04

1. Drawings:

Drawing 9243287 Stop Packing Hardened:  
- MIL-STD-45662 is cancelled, use ISO 10012-1 and ANSI/NCSL Z540.1 (for calibrating test equipment).

Drawing 9246040:  
- Spec TT-I-1795A, which superseded Spec TT-I-559 is cancelled, use A-A-208.  
- Delete: "Note B - alternative: enamel, yellow, color NO 33538 in accordance with TT-I-516"

Drawing 9344041:  
- Spec ASTM A366/A366M is discontinued, use ASTM A1008/A1008M  
- Spec ASTM A569/A569M is discontinued, use ASTM A011.  
- Delete ASTM A619/A619M

Drawing 9386827 Rim:  
- Sheet 2 is not listed in this PRON.

Drawing 12934901:  
- Use drawing 12999545 instead of MIL-STD-129 "Military Marking for Shipment and Storage" (ODC).

Drawing 9206821, which is listed in the "Packaging drawings and documents" is not a Packaging drawing.

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Drawing 9344042:

- Delete destruction notice.
- Delete Distribution Statement B and replace with: "DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED."

Drawing 12987995:

- Delete destruction notice.
- Delete Distribution Statement D and replace with: "DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED."

Drawing 9258026:

- Add: "DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED."

Drawing 9206772:

- MIL-A-2550 will be used per TDPL and will override the inactive status.

2. Nor Sheet from ECP R1A2071 missing for drawing ACV00134.

3. NSN and DODIC are listed on drawing 12934901, which is part of this TDPL.

4. "PERFORMANCE ORIENTED PACKAGING: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to b emarked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059. For multi-year contracts, the contractor shall re-perform POP testing a ta certified test laboratory if: (a) the initial POP test report expires before the end of the contract or (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test."

5. WOOD PACKAGING MATERIALS - The following applies of heat treatment of wood is specified in the contract: All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. the box, wood packaging, and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international source of wood must be accredited by an international certification authority recognized by the U.S. Department of Agriculture. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat treated. The quality mark shall be placed on both ends of the outer packaging (between the encl cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides."

6. Drawings

Dwg 9311178, change 2ND vendor information:

FROM: DOW CHEMICAL USA	TO: DOW CHEMICAL CO., THE
MIDLAND, MI. 48640	2030 - T DOW CENTER
	MIDLAND, MI 48674-0001 USA
PART NO. DER 331	PART NO. DER331
CODE IDENT NO. 989-636-1000	

Change 3RD vendor information:

FROM: VANTICO	TO: HUNTSMAN ADVANCED MATERIALS
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Dwg 9311179 address corrected via ECP R3A2058.

Dwg 9311180 change vendor address:

FROM: DOW CHEMICAL	TO: DOW CHEMICAL CO., THE
ABBOT ROAD	2030 - T DOW CENTER
MIDLAND, MI 48640	MIDLAND, MI 48674-0001 USA
	989-636-1000

Add the following drawings to the TDPL as per ECP R04A2014:

9227195

13009272

13009273

13009274



Name of Offeror or Contractor:

13009275  
13009277  
13009278

All drawings for product drawings only that do not have a distribution statement are to be Distribution Statement A.

Add the following ECPs to the TDPL. ECPs are included as attachments to the solicitation.

R04A2018 (Attachment 002)  
R05K2007 (Attachment 003)  
R05K2005 (Attachment 019)

7. ODS

ASTM-D461 (8838129): As per ECP R04Q2009, this spec was deleted from the drawing, thus no ODS are used.

FED-STD-191 (9206772): The drawing note 5 specifies Method 5104. This method does not contain any ODS.

V-T-295 (9206766): This spec calls out FED-STD-191 Mthod 1530. This method has alternatives for the ODS methyl chloroform. Recommend using alternatives.

MIL-S-46163A (9206746): Use MIL-S-46163A Interim Amendment 3. As per Interim Amendment 3 of MIL-S-46163A, there is no use of an ODC substance.

8. METAL PARTS BALLISTIC TEST SAMPLES

The M314A3 Metal Parts ballistic samples are required to be submitted as fully loaded cartridges. The contractor is required to load inert components (inert illuminating canister and inert expelling charge assembly) to replicate the weight of a fully loaded cartridge.

(End of statement of work)

(CS6100)

C-2	52.246-4506	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
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LOCAL

In accordance with DI-MGMT-80004 and contract clause 52.246-4506, "Statistical Process Control", the following supplemental information shall be considered and used when designing your general and detailed SPC plans.

1.0 General Management Plan

This section shall define management's SPC responsibilities and involvement and shall include management's commitment to continuous process improvement. The plan shall embrace a total commitment to quality and shall be capable of standing on its own merit.

1.1 Policy/Scope: Describe the Contractor's policy for applying SPC, including goals and management commitment to SPC.

1.2 Applicable Document: List documents that are the basis for the contractor's SPC program (i.e., ANSI standard, textbooks, Government documents).

1.3 SPC Management Structure: Define the SPC management structure within the organization. Identify and include interrelationships of all departments involved in SPC (i.e., Production, Quality, Engineering, Purchasing, etc.). Identify by job title or position all key personnel within departments involved in the application of SPC. Describe which functions are performed by key personnel and when these functions are performed (i.e., include personnel responsible for performing inspections/audits, charting and interpreting data; personnel responsible for determining, initiating and implementing corrective action upon detecting assignable causes, etc.).

1.4 SPC Training: Identify by job title or position the primary individual responsible for overseeing that SPC training is accomplished. Describe the qualification program required and in use for all personnel utilizing SPC techniques, including the qualification of trainers. Identify who is to be trained and the type, extent and length of such training (i.e., on-the-job, classroom, etc.). Identify when refresher training is required and how personnel using SPC techniques are monitored.

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- 1.5 Manufacturing Controls: Identify the criteria for performing SPC gage capability studies and describe how and when these studies should be applied. Repeatability and accuracy of gages should be addressed.
- 1.6 Determination of SPC Use: Describe how the process/operation parameters are determined appropriate for SPC application and explain what actions are taken if SPC is not deemed appropriate for critical, special and major process/operation parameters (i.e., Pareto analysis, analysis of characteristics with tight tolerances, etc.).
- 1.7 Process Stability and Capability:
- a. Identify the criteria for performing process capability studies and describe how and when these studies are applied. Describe how the process capability index is calculated and include the frequency of these calculations. Describe what actions are taken as methodologies when process capability is for variable and attribute data. To determine a capable process, the process/operation parameters shall meet the following requirements:
    - (1) Variable data: Process capability (Cp) shall be determined. Process performance index shall be greater than or equal to 1.33 (Cpk). For critical parameters/characteristics, the process performance index shall be greater than or equal to 2.0 (Cpk).
    - (2) Attribute data: Process capability/performance shall be the percent beyond the upper/lower specification limit less than or equal to .003 percent (Cpk = 1.33).
  - b. Describe what actions will be taken if process/operation is sub-marginal or marginal (Cpk less than 1.33 or 2.0 for criticals or grand average fraction defective is greater than .003 percent).
  - c. Include analysis of statistical distributions and define all formulas and symbology utilized.
- 1.8 Control Chart Policy:
- a. Type of charts to be used (i.e.,  $\bar{x}$  bar/R x bar/S, etc.) and rationale for use; the criteria for selection of sample size, frequency of sampling and rational subgroups.
  - b. Procedures for establishing and updating control limits, including frequency of adjustments.
  - c. Criteria for determining out-of-control conditions (i.e., trends, points beyond control limits, etc.) and the corrective action taken, to include failure analysis when the process is unstable or when nonconforming product has resulted from unstable processes. Illustrate out-of-control tests.
  - d. Describe the method of recording pertinent facts on control charts such as changes in raw materiel, machines, manufacturing methods and environment, and corrective actions taken and describe how control charts are traceable to the product.
- 1.9 Vendor/Subcontractor Purchase Controls: Identify whether suppliers are required to utilize SPC and describe the extent the vendor's policies and procedures are consistent with in-house procedures of the prime contractor. Describe the following: methods utilized to determine that suppliers have adequate controls to assure defective product is not produced and delivered; the system utilized to audit suppliers, what will be audited and how often, what action will be taken when out-of-control conditions exist at subcontractor/vendor facilities.
- 1.10 SPC Audit System: At a minimum, the contractor's SPC Audit System shall consist of auditing compliance with the planned arrangements specified in the general and detailed SPC plans followed by a review and analysis of the outcome to include implementation of necessary corrective action.
- 1.11 SPC Records: Identify various records to be used in support of SPC and describe their use. Identify retention periods.
- 2.0 Detailed Plan:
- This section shall detail specific manufacturing process/operation parameters under control.
- 2.1 Control of Process/Operation Parameters or Characteristics:
- a. Identify the following for each process/operation by name or characteristic under control:
    - (1) Identify process/operation by name or characteristic and provide rationale for selection; justification for nonselection if the parameter or characteristic is identified as critical, special and/or major.
    - (2) Describe how the characteristic is proceduced; the chain of events, type and number of machines involved, location of

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manufacturing facility, tolerances maintained, etc.

(3) Production and inspection machinery used. Include the production rate, number of shifts and length of shifts plus whether inspection is fully or semi-automatic or manual. If manual, identify the type of gages in use.

(4) Identify the type of charts to be maintained and whether the process/operation is performed in-house or subcontracted output; identify facility/vendor where process/operation parameters are targeted for SPC.

2.2 Reduction or Elimination of Inspection/Test: The Procuring Contracting Officer (PCO) will accept submissions of requests for reduction or elimination of final acceptance inspection/testing when the requirements of the SPC contract clause and this SOW are met. Each request shall contain and/or address the following: control charts documenting (twenty) 20 consecutive production shifts or more for the same process/operation parameter under control; type of control chart utilized; control chart limits and process average or grand average fraction defective (as applicable); definition of out-of-control condition and corrective actions taken during out-of-control conditions; specification and part number.

(End of statement of work)

(CS7100)

C-3	52.246-4535	STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR	NOV/2005
	LOCAL	BALLISTIC TESTING	

Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

(a) AEPS Access Procedures

(1) The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

<http://aeaps.ria.army.mil/aeapspublic.cfm>

(2) You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

(3) After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:

Approval? (YES/NO)  
Supervisor Name  
Supervisor E-Mail  
Supervisor Phone

(4) The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

(5) Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

(6) Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

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(b) AEPS HELP-DESK and Problem Reporting Procedures

(1) Reporting Problems - The AEPS Help Desk has several means of reporting problems:

Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative  
Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426  
Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426  
Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

(2) Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:  
<http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

AQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

(3) You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsqa.cfm>) page to get answers on access problems as another means of assistance.

(4) The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>

Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

(c) Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

(d) Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

(e) Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

(f) Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify JMC-WARP@afsc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an

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email to JMC-WARP@afsc.army.mil. The email must contain manufacturer's name, address where performance of the contract will take place, and a point of contact.

- (g) Report of Contractor Ballistic Testing Module
- (1) In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.
- (2) Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.
- (3) The LATR tab on the WARP opening page provides access to the upload process.
- (4) An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.
- (5) The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.

(End of statement of work)

(CS7200)

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|-----|-------------|---|----------|
| C-4 | 52.246-4536 | STATEMENT OF WORK - 2-D BAR CODING VERIFICATION | JUL/2005 |
|     | LOCAL       |   |          |
- (a) As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes in accordance with MIL-STD-129 and MIL-PRF-61002 and as further detailed in Section D of the contract.
- (b) An approval of the supplier's 2-D Bar Code Label is required before any product shall be presented for acceptance to the Government Quality Assurance Representative. Prior to formal submission of product to the Government for acceptance, a first time sample of the supplier's initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to the Joint Munitions Command, Attn: SFSJM-QAP to be read by a High Performance Bar Code Verification system.
- (c) Within fifteen calendar days, the supplier will be notified electronically of the approval, conditional approval, or disapproval of the submitted 2-D Bar Code Label. A notice of conditional approval shall state any further actions required of the supplier. A notice of disapproval shall cite reasons for the disapproval.
- (d) Once approval of the 2-D Bar Code Label is received, the supplier may begin presenting product to the Government for acceptance.
- (e) During life cycle management of the product, the Government may randomly perform checks of the integrity and conformity of the 2-D Bar Code labeling that is affixed to the supplier's product.
- (f) The supplier is responsible for all costs associated with correcting 2-D Bar Code labels that do not meet contractual requirements.

(End of statement of work)

(CS7300)

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|-----|-------------|--------------------------------------|----------|
| C-5 | 52.246-4561 | PHOSPHATE COATING RQUIREMENT (HEAVY) | OCT/2005 |
|     | LOCAL       |                                      |          |
- \fprqlThe following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification MIL-DTL-16232G.
- a. Paragraph 3.1 of MIL-DTL-16232G refers to "Preproduction Inspection".
- REQUIRED phosphate coating procedures should be sent by the contractor to the cognizant PCO stated on page 1 of the contract . The contract number must be cited on all phosphate coating procedures being submitted. Procedures shall include product name

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and manufacturer of all chemicals/materials to be used. All processes, equipment, and controls, along with testing and test frequencies used for phosphating including application of supplemental finishes, shall be described in detail.

b. Paragraph 3.2.5-c of MIL-DTL-16232G refers to the "Chromic acid rinse, (Classes 1, 2, and 3)."  
The final rinse shall be checked by a standard free and total acid titration along with a pH reading "prior to starting production and at least every 8 hours thereafter."

c. Paragraph 4.7.3 of MIL-DTL-16232G refers to "Weight per unit area of phosphate coatings."  
The frequency for testing coating weight is "per lot, at least every 8 hours."

d. Paragraph 4.7.5 of MIL-DTL-16232G refers to "Accelerated corrosion resistance."  
Accelerated corrosion resistance shall be determined in accordance with 4.7.5.1. The frequency for testing accelerated corrosion resistance per ASTM B117 is "per lot, at least every 8 hours."

e. A thickness range for the supplemental dry film lubricant or paint (primer/topcoat) shall be stated in the procedure along with a frequency for testing. A daily frequency is required.

f. Adhesion testing per ASTM-D3359, method B shall be stated in the procedure for a supplemental coating of dry film lubricant or paint along with the frequency for testing. A daily frequency is required.

g. Salt spray testing of parts with phosphate and primer for 336 hours shall be included in the procedure for supplemental coatings of CARC paint along with a frequency for testing. The frequency for salt spray testing is "per lot or monthly." Salt spray testing of parts with phosphate and supplemental dry film lubricant for 96 hours shall be stated in the procedure along with the frequency for testing. The frequency for testing is "per lot or weekly." Parts shall show no rusting visible to the unaided eye, no more than 5 blisters with none larger than 3/16 inch in diameter per 48 square inches of area. Underfilm attack at the scribe shall not exceed 1/8 inch.

(End of clause)  
(CS7400)

C-6                      52.246-4562                      PHOSPHATE COATING REQUIREMENT (LIGHT)                      OCT/2005  
LOCAL

The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification TT-C-490.

a. Paragraph 3.2.1 of TT-C-490 refers to "Procedure approval." The written procedure, along with the panel submission requirements of paragraph 3.2.2, shall be sent to the designated contracting officer. The procedure shall include product names and manufacturers of all chemicals/materials to be used. All processes, equipment, and controls, along with the testing and test frequencies used for phosphating including the application of supplemental finishes.

b. Paragraph 3.2.2 of TT-C-490 refers to "Preproduction validation panels." For parts requiring epoxy primer and urethane/epoxy topcoat finishes (CARC paint system), the preproduction panels shall include three phosphated only, three panels with phosphate and epoxy primer and three panels with phosphate, primer and topcoat. For parts requiring topcoat only (ammunition items), the preproduction panels shall include three phosphated only and three panels with phosphate and paint.

(End of clause)  
(CS7500)

C-7                      52.248-4502                      CONFIGURATION MANAGEMENT DOCUMENTATION                      MAY/2001  
LOCAL

(a) The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

(b) Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline

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documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

(c) If the Government receives the same or substantially the same VECs from two or more contractors, the contractor whose VEC is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(d) Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government.

(End of clause)

(CS7600)  
C-6

SECURITY STATEMENT OF WORK (SOW)  
PHYSICAL SECURITY STANDARDS FOR DOD SECURITY RISK CATEGORY III/IV AMMUNITION AND EXPLOSIVES (A&E) AT CONTRACTOR-OWNED, CONTRACTOR-OPERATED (COCO) FACILITIES  
(from DoD 5100.76M, Appendix 2)

- Facility Construction. This command will make a Suitability Determination of structural adequacy on production and storage facilities used by the contractor. The contractor shall store CAT III/IV A&E in approved magazines, Type 2 portable magazines, or existing facilities approved by the procuring command. The required locking system is the Sargent & Greenleaf 833C with NAPEC shrouded hasp, except on doors of Type 2 magazines, which follow BATF locking requirements.
- Lock and key control. The contractor shall implement a control system that ensures accountability and control of storage structure locks and keys. The contractor shall maintain keys to AA&E storage areas and IDS separately from other keys. He should allow only those individuals authorized access to the AA&E keys. The number of keys should be held to the absolute minimum and signed for by authorized employees. When not attended or used, the contractor shall secure keys providing access to CAT III/IV AA&E in key containers of at least 20-gauge steel with either a GSA-approved built-in changeable combination lock or a GSA-approved key-operated low-security padlock. He shall provide the same level of security to replacement or spare locks, keys and cores for AA&E keys. Master keying of locks and the use of a master key system is prohibited. The contractor shall appoint a key and lock custodian in writing, who shall maintain a key control register to ensure continuous administrative accountability for the keys. He shall perform semiannual key and lock inventories. The custodian shall maintain AA&E registers, issue/turn-in records, and inventories separate from administrative keys reports and for a minimum of one year.
- Access controls. The contractor shall ensure that vehicular and pedestrian entry into and exit from the production and storage areas is controlled. Privately-owned vehicles shall not be parked within 100 feet of storage and production structures.
- Security Force. Security patrols may consist of civilian security personnel, state or local police, or responsible contractor employees. Where a public law enforcement agency has agreed to perform this function, the contractor shall maintain a current letter of agreement to that effect from the agency. A patrol shall periodically check facilities and areas used to store AA&E. He shall increase patrols and inspections of facilities during nights, weekends, holidays, and when local threat conditions warrant. The contractor shall establish liaison with local civil police agencies to conduct periodic surveillance and coordinate a security plan.
- Fencing. Not required for CAT III/IV A&E.
- Lighting. Not required for CAT III/IV A&E.
- Intrusion Detection System. Not required for CAT III/IV A&E structures.
- Response Force. Not required for CAT III/IV A&E.
- Additional Security Measures. During periods when the production line is unattended, the contractor shall remove sensitive A&E to approved storage areas or protect the production line. If used as overnight or temporary storage, the production building must meet the storage criteria construction requirements cited in 1.a.
- Accountability. The contractor shall have an accountability system for both sensitive A&E components and end items produced under a DOD contract, or furnished or released to a contractor by the DOD. He shall provide the government a written description of his accountability procedures. He shall review accountability records and conduct quarterly inventories for bulk storage.
- Security Procedures. The contractor shall develop written security procedures designed to ensure security standards in keeping with this security SOW. The contractor shall keep these procedures available at his facility for review by government representatives.

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12. Transportation. The contractor shall transport sensitive AA&E as prescribed in the contract.
13. Security Surveys and Inspections. To ensure that a prospective contractor will satisfy physical security requirements of this security SOW, government security personnel (usually Defense Security Service (DSS)) will perform a preaward security survey. The DSS office will perform security inspections at recurring 18-month intervals during the period of the contract to ensure compliance with this security SOW.
14. Exceptions/Waivers. The contractor shall submit written requests for exceptions/waivers to the security requirements of this security SOW to the Government PCO, coordinating with DSS and AMSFS-FP (Force Protection, G-2). The PCO shall forward such requests to AMSFS-FP, who will either endorse the request up to Department of Army (DA) for decision, or request further information from the contractor. DA normally grants waivers for a period of 1 year and may extend only after review of the contractor's request for extension. They grant exceptions on a more permanent basis. Requests for exceptions/ waivers shall include a statement as to why the contractor cannot meet requirements and outline compensatory measures proposed by the contractor to provide equivalent or better protection than the original standard. The request for waiver shall also provide details of an upgrade project design to correct waived deficiencies, as well as the expected date of project completion. The AMSFS-FP office will furnish copies of approved exceptions/waivers to the applicable DSS office.
15. Significant Incidents Pertaining to AA&E. The contractor shall report all losses and thefts of sensitive AA&E as soon as discovered to local law enforcement agencies. The contractor shall notify the following within 72 hours of initial discovery: BATF, FBI, AMSFS-CC, AMSFS-FP, and DSS. The contractor shall report all AA&E thefts and losses; any armed robbery or attempted armed robbery; forced entry or attempted forced entry with physical evidence of the attempt; evidence of terrorist involvement; or illegal trafficking in sensitive AA&E.

\*\*\* END OF NARRATIVE C 001 \*\*\*

Section C Statement of Work  
Propellant Reassessment  
5 October 2005

- a. In order to determine the functional serviceability of propellant prior to loading into a component item, the systems contractor/producer is responsible for submitting a sample of the propellant lot(s) with a date of manufacture beyond two years of contract award for testing at:
- Headquarters, Army Armament Research, Development and  
Engineering Center (ARDEC)  
Propellant Laboratory  
Attn: AMSTA-AR-WEE-E, Bldg 938  
Picatinny Arsenal, NJ 07806-5000
- b. The sample or samples shall be submitted not less than 120 days prior to the date that loading is to commence. The following information shall accompany the sample shipment:
- (1) Point of contact information at the systems contractor/producers facility.
  - (2) Lot number(s) and NSN of propellant/propelling charge requiring assessment.
  - (3) Estimated start date of project requiring reassessment.
  - (4) Propellant/Propelling Charge Lot number(s).
  - (5) Serial or identification numbers of the propellant containers/drums.
- c. Sample selection will be accomplished by or in the presence of a Government Quality Assurance Representative. The sample shall represent the lot(s) undergoing test.
- (1) The following table shall be used when determining the number of representative samples that must be selected:

<u>Propellant Type</u>	<u># Drums per lot</u>	<u>Sample Size</u>
M2, M9 Flake,	1 to 5	1 pound
Spheroidal Ball	6 to 14	2 pounds*
60, 81 & 120mm	15 to 29	3 pounds*
Mortar, Artillery	30 plus	5 pounds*
Stick	<u># Boxes per lot</u>	May be cut to appropriate length per QAR to accommodate shipping



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	container
1 to 5	1 pound
6 to 14	2 pounds*
15 to 29	3 pounds*
30 plus	5 pounds*
Propelling Charges	Standard units of 1/2 pound
	issue to closely
	approximate 1/2
	pound of charge
	weight per lot

\*The number of pounds indicates the different number of drums/containers that shall be sampled.

(2) Randomly select the propellant drums/boxes in accordance with the required sample size, and remove to a propellant holding area approved by the Government for a minimum of 36 hours to permit the contents of the drum/boxes to acclimate to ambient temperature. The individual sample containers/bags, shall be adjacent to the drums/boxes. One at a time, open each drum/box and with a clean, brass conductive scoop or a non-sparking cutting device for stick propellant, and remove the required sample, place in the sample container/bag and immediately seal. After sampling is performed immediately reseal the drum/box the sample was drawn from. Continue until all samples are selected, using one bag or container per drum or box to collect the sample. Mark each individual sample with the propellant lot number, drum/box number from which the sample was removed, and annotate with the ship to address identified in paragraph a.

d. The sample shall be prepared for shipment to ARDEC in accordance with the following:

(1) Place bulk propellant samples in a clean and dry watervapor proof antistatic bag or container of minimum size to hold the sample and to allow for grounding as required. Seal bag by one of the following methods:

(a) folding the opening over three times to close and apply two single wraps of tape that overlaps itself a minimum of one inch.

(b) gather the opening together and tie with a twist tie.

(2) Propellant shall not be removed from increment bags.

(3) Large grain or stick propellant shall be individually wrapped in plastic or be bagged and taped.

(4) Outer pack for samples shall consist of standard ammunition packs meeting the requirements of Title 49, Code of Federal Regulations or latest Bureau of Explosives (BOE) Tariff 6000.

e. The results of the propellant reassessment pertaining to its suitability for use shall be provided by the PCO within 90 days after submittal to the laboratory at ARDEC.

\*\*\* END OF NARRATIVE C 002 \*\*\*

STATEMENT OF WORK  
Revision H  
5 February 2006

1.0 Scope:

This Statement of Work (SOW) defines an anticipated twelve month two phase Pre-Production Optimization effort for the M314A3 Illumination Cartridge. Phase one of the effort will address manufacturing process definition, procedures and control while phase two will be dedicated to building First Article Test (FAT) cartridges.

2.0 Requirements:

For the efforts described in Phase I, Phase II and follow-on production, the contractor shall only use chemical constituents which formulate the illuminate composition and first fire composition from one lot. A compositional analysis shall be performed on these chemical constituents in order to characterize the particles with respect to size, moisture percentage, distribution and the current Technical Data Package (TDP) /specification /material specification. If the contractor is required to purchase the composition

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ingredients by multiple lots, a compositional analysis shall be conducted to validate the particle size, moisture percentage and distribution is comparable to that used during FAT. This data shall be provided to the USG for review. Based on this data, it will be at the discretion of the USG whether a new FAT will be required. If a material is not commercially available and there is an existing inventory, the contractor shall recertify the material in accordance with (IAW) the applicable material specification. The contractor will be required to submit a draft Manufacturing and Quality Plan in their response to the RFP. If the contractor during this effort modifies any portion of the processes and inspections described in the Manufacturing or Quality Plan, the plan shall be updated and submitted to the USG for review prior to implementing the changes. If at any time FAT needs to be repeated, it will be at the expense of the contractor. The USG reserves the right to witness contractor testing and cartridge assembly. In addition, the USG/Contractor Integrated Product Team (IPT) shall participate in teleconferences to discuss technical issues and other program events. The contractor will inform the USG how often they believe these teleconferences shall be conducted. The USG will staff the teleconferences with the IPT as needed.

The USG will have unlimited rights to all processes or TDP changes developed under this effort.

**2.1 Phase I:**

2.1.1 The contractor shall define process and procedures to build the M314A3 Illumination Cartridge IAW drawing 9206821 Revision T and MIL-C-2035C with Amendment 3. The contractor shall establish control of the process parameters to best achieve repeatability of the process. Where applicable, the contractor shall conduct Design of Experiments (DOEs) to best optimize high risk processes. The contractor shall submit a Manufacturing Plan (DI-MGMT-80004) and Quality Program Plan (DI-MGMT-80004) to document all procedures and inspections for building the M314A3 Cartridge. These plans shall be submitted to the PCO for review and approval prior to building the Illuminating Candles for the eighty (80) cartridges required in section 2.1.2 of this document. Both the Manufacturing Plan and Quality Plan shall include a description of all processes and parameters required to build the Illuminating Candle. In addition, detailed process maps shall be provided for all processes and critical inspections. The process parameters associated with the Illuminating Candle shall include as a minimum the following:

1. Dead load and charge weight for each layer of the Illuminating Candle.
2. Dwell time for each layer of the Illuminating Candle.
3. Ram speed for each layer of the Illuminating Candle.
4. Punch configuration for each layer of the Illuminating Candle.
5. Method for support of candle case during pressing operation.
6. Temperature/RH of loading environment.
7. Time, temperature, and RH for curing the Illuminating Candle after loading.
8. Illuminate and First Fire formulations and variation of formula to meet performance specification.
9. Ingredient specifications, vendors, and lot numbers for the illuminate and First Fire compositions.
10. Particle size, distribution, and sieve sizes for fuel and oxidizer.
11. Define the canister liner (fiber board or alternate) and its interface with illuminate and First Fire compositions and implementation procedures.
12. Define how long the illuminate and First Fire compositions are aged after the mixing cycle and prior to loading.
13. Describe characterization procedure for all illuminate and first fire compositions to include equipment and method.
14. Define and control all parameters of the mixing process for the illuminate and First Fire compositions to include, as a minimum:
  - a. Addition of chemicals, method, rate, operator training
  - b. Mixer type, identification number, speed, etc
  - c. Temperature/RH in mixing area
  - d. Solvents/additives to mix
  - e. Steps in mixing
  - f. Batch size

2.1.2 The contractor shall deliver eighty (80) M314A3 Cartridges built in accordance with drawing 9206821 Revision T to the USG for ballistic testing. The contractor may submit the cartridges with two different Illuminating Candle configurations for evaluation purposes and process optimization. If the contractor chooses to submit two candle configurations, forty (40) cartridges of each shall be built. In addition, the contractor shall deliver to the USG twenty (20) bare pellets each of the illuminate and First Fire compositions used in the eighty (80) candles. These pellets shall be approximately .5 inches in diameter by .5 inches in length and shall be representative of the Illuminating Candles fabricated IAW the respective loading requirements such as aging, loading pressure and curing. The pellets will be used by the USG to monitor the strength of the two compositions. An Interim Hazard Classification will be provided by the USG for shipping the pellets.

2.1.3 Prior to building the cartridges for this phase of the program, a Test Readiness Review (TRR) shall be conducted between the USG and contractor. The TRR shall include a review of all testing performed by the contractor to date, proposed cartridge configuration(s) and test conditions. Ballistic testing for the eighty (80) cartridges will be conducted IAW paragraph 3.1.1 (Section I of FAT) of this document. The test quantities will be modified to include forty (40) M314A3 Cartridges for each of the hot and cold leg of the test sequence. If the contractor decides to use two different Illuminating Candle configurations, the forty (40) cartridges at each temperature will be divided into twenty (20) of each configuration.

2.1.4 Cartridges tested will be evaluated using the criteria established in MIL-C-20354C with Amendment 3. If eighty (80) cartridges

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with one candle configuration are tested, scoring definition will be accept on eight (8) failures, and reject on nine (9) failures. If two candle configurations are used, then forty (40) cartridges of each candle configuration will be tested. The scoring definition will be accept on four (4) failures and reject on five (5) failures. A fuze malfunction will not be scored as a failure.

2.1.5 Upon successful completion of the ballistic test, the contractor shall update the Manufacturing Plan and Quality Plan as needed. If modified, these plans shall be submitted to the PCO for review and approval prior to proceeding into Phase II. The contractor shall not proceed into Phase II without written notification by the PCO.

2.2 Phase II:

2.2.1 The contractor shall build one thousand (1,000) M314A3 Cartridges IAW drawing 9206821 Revision T and MIL-C-20354C with Amendment 3. These cartridges shall include any validated manufacturing changes resulting from Phase I. Of the one thousand (1,000) cartridges, one hundred and ten (110) shall be randomly sampled at the contractors facility by the USG and delivered to the USG for the FAT. Prior to building the Illuminating Candles for FAT, a Build Readiness Review (BRR) shall be conducted with the USG and contractor. The contractor shall use the following procedures when building the one thousand (1,000) cartridges.

2.2.1.1 The contractor shall build five thousand (5,000) Illuminating Candles in accordance with drawing 13009272 or 9206749 Revision Y. All five thousand (5,000) Illuminating Candles shall be built over two weeks of production. A production day shall consist of one shift operating for eight to ten hours. The contractor shall perform all sampling and inspection testing in accordance with MIL-C-20354C with Amendment 3. In addition, the contractor shall deliver to the USG twenty (20) bare pellets each of the illuminate and First Fire compositions for every four mix/batches used IAW MIL-C-20354C with Amendment 3. These pellets shall be approximately .5 inches in diameter by .5 inches in length and shall be representative of each batch of Illuminating Candles fabricated IAW the respective loading requirements such as aging, loading pressure and curing. The pellets will be used by the USG to monitor the strength of the two compositions and should clearly be identified with their respective batch. Each Illuminating Candle shall have the batch number clearly identified on it.

2.2.1.2 The contractor shall randomly sample one thousand (1,000) Illuminating Candles from the five thousand (5,000) built. These candles shall then be Load, Assembled, and Packed (LAP) into M314A3 Cartridges. At the contractors facility, the USG will select a random sample of one hundred and ten (110) M314A3 Cartridges. These cartridges shall be delivered to the USG Proving Ground for ballistic testing (FAT IAW 3.0). Each projectile shall have the batch number of the corresponding Illuminating Candle clearly identified on it.

3.0 FAT

3.1 First Article Ballistic Test Sequence (Modified):

3.1.1 Section I of FAT will consist of the Sequential Environmental Test, Performance Phase (Hot and Cold) and will be conducted in accordance with ITOP 4-2-504(1) dated 19 October 1993. One full pallet of thirty (30) M314A3 Cartridges shall be tested for each of the hot and cold leg of the test sequence. The test sequence is outlined and described below.

30 M314A3 Cartridges	Logistic Vibration (3.1.1.1)	28-Day Hot Cycle (3.1.1.2)	Fire at +145 deg F (3.1.1.4)
all at +145 deg F			

30 M314A3 Cartridges	Logistic Vibration (3.1.1.1)	14-Day Cold Soak (3.1.1.3)	Fire at -45 deg F (3.1.1.4)
all at -60 deg F			

3.1.1.1 Conduct logistic vibration conditioning IAW ITOP 1-2-601 according to Appendix B and the following table. The vibration conditioning for each cartridge shall be conducted at the corresponding temperature for each group of cartridges (-60oF and +145oF). The cartridges shall be x-rayed before and after logistic vibration without removal from the PA117 container.

Transport Mode	Axis	Vibration Schedule	Test Duration
Wheeled Vehicles	Vertical	Figure B-3	40 min
	Transverse	Figure B-4	40 min
	Longitudinal	Figure B-5	40 min
Two-Wheeled Vehicles	Vertical	Figure B-6	16 min
	Transverse	Figure B-7	16 min
	Longitudinal	Figure B-8	16 min

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Tracked Vehicle	Vertical	Table B-3	60 min (5 bands x 12 min)
	Transverse	Table B-3	60 min (5 bands x 12 min)
	Longitudinal	Table B-3	60 min (5 bands x 12 min)

3.1.1.2 The 28-day hot cycle shall be conducted IAW B3 cycle (storage and transit) of STANAG 2895 or MIL-STD-810E.

3.1.1.3 The cold soak is based on Category C3 requirements (severe cold -60oF). This requirement does not include cycling as the temperature, humidity, and solar radiation remain nearly constant.

3.1.1.4 Following logistic vibration, the cartridges shall be conditioned for a minimum of 24 hours at the specified test temperature prior to ballistic firing. The ballistic test will be conducted at zone 7 with a 105mm Howitzer, M119A1 or M102; the tube will be a first quarter tube, 75% or more remaining life. Quadrant elevation and range will be determined at the discretion of the USG.

3.1.2 Section II of FAT will consist of the remaining forty (40) cartridges conditioned at 70oF for a minimum of 24 hours prior to ballistic firing. The ballistic testing will be conducted at zone 7 and ambient conditions with a 105mm Howitzer, M119A1 or M102; the tube will be a first quarter tube, 75% or more remaining life. Quadrant elevation and range will be determined at the discretion of the USG.

3.2 First Article Ballistic Test Scoring:

3.2.1 Cartridges tested from Sections I and II of the FAT will be evaluated using the criteria established in MIL-C-20354C with Amendment 3. For the sixty (60) cartridges tested in Section I, scoring definition will be accept on six (6) failures, and reject on seven (7) failures. For the remaining forty (40) cartridges tested at ambient conditions in Section II, scoring definition will be accept on (4) failures and reject on (5) failures. A fuze malfunction is not scored as a failure. There will be one hundred (100) cartridges tested; in the event of a fuze malfunction, a replacement cartridge will be used from the additional ten (10). Each section of the FAT will be scored individually.

4.0 Data Rights:

The Government shall have unlimited use rights for all data collected or submitted as part of this effort. In addition, the USG will have unlimited right to all processes or TDP changes developed under this effort. The contractor shall not disclose any data or process parameters to any non Government personnel or establishments without explicit consent of the USG.

4.1 Contractor Responsibility:

The contractor shall be responsible all efforts and cost (other than those described in paragraph 4.2) required to successfully complete this SOW. The contractor shall be responsible for conduct of analysis of failures that occur during execution of this SOW. All analysis shall be provided to the Government for review. Should changes to the TDP be suggested, the contractor shall submit these by Engineering Change Proposal (ECP) (DI-CMAN-80639C). The contractor shall be responsible for providing all information/documentation supporting any change. Failure to do so will be the contractors responsibility.

4.2 Government Responsibility:

The Government shall be responsible for the testing at a Government proving ground. Should any additional testing be required due to product failure, the contractor shall be responsible for any additional test cost. Product failures do not include fuze malfunctions. The Government will have 90 days to approve, disapprove or recommend further actions. Adoption of suggested changes is not guaranteed. The USG has the responsibility of initiating the conditioning of the cartridges within 90 days of arrival at the Proving Grounds. Actual testing will be coordinated with the Proving Grounds and the IPT. The USG will notify the contractor within three working days of testing to be conducted at the Proving Grounds. The USG will provide the contractor access to witness the conditioning and testing of the rounds at the Proving Grounds.

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 12934901 revision D, dated 3 May 2004.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 12934901, Revision D, dated 3 May 2004.

EXCEPTION: The following shall apply to drawing 12934901, revision D, dated 3 May 2004:

NOTE M8 - 2D Bar code marking is required in accordance with 12999545, Rev A, dated 31 July 2003.

Engineering Exceptions found on Section C apply.

PERFORMANCE ORIENTED PACKAGING (POP) TESTING AND REPORTING: Shall be in accordance with Engineering Exceptions found on Section C. DI-PACK- 81059 applies.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averaging the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contacted immediately.

EXCEPTION TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on 12934901. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

PROPER SHIPPING NAME MARKING VERIFICATION: Prior to marking the shipping container the contractor must verify and mark the Proper Shipping Name and Identification Number in accordance with the Joint Hazard Classification System for items which have been Final Hazard Classified. For those items not Final Hazard Classified, marking shall be in accordance with a current Interim Hazard Classification.

Exception to 12934901, sheet 3, Line 1 on the Table: The UN Nomenclature and Serial Number, shall be changed to "AMMUNITION, ILLUMINATING UN 0171". The contractor must verify prior to marking as stated in the paragraph above.

METALLIC SEAL- 8794342, Rev AD, dated 30 July 2004 applies.

(End of clause)

(DS6303)

D-2	52.247-4517 LOCAL	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 19-48-4231/45, revision 2, dated Jan 2001 and 19-48-4131, Rev 2, dated Sep 2002. Marking shall be in accordance with ACV00561, Rev C, dated 11 July 2003. 2-D bar code marking is required.

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4511 LOCAL	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994

a. The first article shall consist of: The following components/items shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package:

Projectile, 105MM: Illuminating, M314A3 Loading, Accessories For: MIL-P-14997A Paragraph 4.3 and Table I;

Charge , Expelling, For 105MM, Base Ejection, Cartridges: MIL-C-60327A with Amendment 2 Paragraph 4.2;

Primer, Percussion M28A2 Assembly: DTL8838129 Paragraph 4.3 and Table II;

Charge, Propelling, M67 For 105MM Howitzer Loading, Assembling and Packing: MIL-C-60315B with Amendment 4 Paragraph 3.6 Figure I, Table IV and Paragraph 6.9;

Case Cartridge, 105MM, M14: DTL7548409 Paragraph 3.1 Paragraph 4.2 and Table III;

Projectile, 105MM, Illuminating, M314A3, Metal Parts Assembly: MIL-P-14852B with Amendment 2 Paragraph 4.3 and Table I;

Cartridge, 105MM, Illuminating, M314A3, Loading, Assembling and Packaging; MIL-C-20354C with Amendment 3 Paragraph 4.3 and Table I;

Container, Ammunition, Fiber, Spirally Wound: MIL-C-2439E with Amendment 7 Paragraph 4.3 and Table III;

Component, Metal, For Fiber Container M105: MIL-C-50409 with Amendment 2 Paragraph 4.2;

Cushion Components For Metal Container For 105MM Howitzer Ammunition: MIL-C-70957 Paragraph 4.3 and Table I

Component, Metal, For Fiber Container M105: MIL-C-50409 with Amendment 2 Paragraph 4.2;

Container, Ammunition, Metal, PA117 For Cartridge 105MM Tank Ammunition: MIL-C-70630 with Amendment 5 Paragraph 4.3 and Table I.;

Container, Metal, PA117: MIL-C-70741 with Amendment 1: Paragraph 4.3 and Table I .

b. The first article shall be delivered to: Yuma Proving Ground for Ballistic Testing and Contractor's facility for all other. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample

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shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: NONE. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of clause)

(ES6033)

E-4	52.246-4506	STATISTICAL PROCESS CONTROL (SPC)	FEB/2004
	LOCAL		

a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) B1, B2 and B3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance \_\_\_\_\_

Contract Number(s) \_\_\_\_\_

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process

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Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor shall request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there

1. Not used.

m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average



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fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of clause)

(ES6034)

E-5	52.246-4530	SUBMISSION OF PRODUCTION LOT SAMPLES (GOVERNMENT TESTING)	MAY/1994
	LOCAL		

a. A lot acceptance test sample is required to be submitted by the Contractor from each production lot tendered to the Government for acceptance. This sample shall consist of:

Projectile, 105MM, Illuminating, M314A3, Metal Parts Assemblt (MIL-P-14852B with Amendment 2): Normal sampling of 5 and reduced sampling of 2 (see paragraph 4.4.3.4.2);

Cartridge, 105MM, Illuminating, M314A3, Loading, Assembling and Packaging (MIL-C-20354C with Amendment 3): For the Function Test-First three consecutive lots - 80 Cartridges; after the three consecutive lots have met the requirements, 34 Cartridges shall be selected for the ballistic test (see Paragraph 4.4.3.2.1). For the Safety test- First three consecutive lots - 10 Cartridges; after three consecutive lots have met the requirements, three Cartridges shall be selected for the ballistic safety phase (SEE Paragraph 4.4.3.2.3).;

Primer, Percussion M28A2 (DTL8838129): 25 samples for Functioning and Pressure Resistance (Paragraph 4.4.3.2);

Case, Cartridge, 105MM, M14 (DTL7548409): Ballistic acceptance sampling shall be 30Cartridges. If test results indicate a retest, an additional 60 Cartridges shall be required. (see Paragraph 4.3.3.1.2)

The sample units shall be delivered by the Contractor Free on Board (FOB) destination, except when transportation protective service of transportation security is required by other provision of this contract. When such is the case, the sample units shall be delivered FOB origin and shipped to the test facility identified below on a Government Bill of Lading for the following tests:

TEST

Metel Parts Assembly (drawing #10534900)- Excess Pressure Function Test;

Cartridge, 105MM, Illumination, M314A3 LAP (drawing #9206821)-Function phase and Safety Phase;

Primer, Percussion M28A2 Assembly (drawing #8838129): Functioning and Pressure Resistance;

Case, Cartridge, 105MM, M14 (drawing #7548409): Ballistic Functioning Verification

REQUIREMENTS

Metal Parts Assembly for Projectile, 105MM Illuminating: Proving Ground Functional Tests: Thr projectile assembly shall reveal no evidence of failure when ballistically tested at the excess pressure phase. The Metal Part's Failure shall be defined as a breakup either in the bore of the weapon or in flight (see MIL-P-14852B with Amendment 2 Paragraph 3.6);

Cartridge, 105MM, Illuminating. M314A3 LAP: The Cartridge shall function satisfactory and shall provide effective illumination for 55 seconds. There shall be no premature burst in the bore of the weapon or in the first 100 yards of flight. There shall be no premature burst or indication of metal parts separation in the gun or in flight when fired with propellant adjusted 112 percent of the rated maximum pressure of the cartridge ina new tube (see MIL-C-20354 with Amendment 3 Paragraph 3.3) ;

Primer, Percussion M28A2 Assembly: The primer assembly shall function without audible hangfire. The primer assembly shall withstand a pressure of 54,000 to 57,000 pounds per square inch (psi) without evidence of rupture or any part of the primer becoming detached (see DTL8838129 Paragraph 3.7);

Case, Cartridge, 15MM, M14: Shall function properly when assembled into a Cartridge with an M28 Series Primer and M67 Propelling Charge and fired in an M101A1, M102 or M119A1 105MM Howitzer using standard field loading, firing and extraction procedures (remote

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> W52P1J-05-R-0137      <b>MOD/AMD</b></p>	<p align="center"><b>Page 26 of 75</b></p>
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firing permitted). The Cartridge case shall effectively seal the breech of the weapon against gas generated during firing. The Cartridge case shall show no visual evidence of propellant gas migration beyond the forwardmost four inches of the exterior of the case after firing. The Cartridge case shall exhibit the ability to withstand the maximum operating pressure without splitting, cracking or break-up. Additionally, the Cartridge case shall not exhibit any evidence of material loss or burn-through due to combustion or erosion due to propellant gases (see DTL7548409 Paragraph 3.4).

TEST FACILITY: Yuma Proving Ground

b. When the production lot sample consists of components parts which require uploading at a Government Load, Assemble, and Pack (LAP) facility, and a shipping address is provided below, the contractor shall ship the sample units as specified above directly to the LAP facility. The LAP facility, upon completion of the uploading, will be responsible for shipping the samples to the tests facility indicated above in paragraph a.

LAP FACILITY: To be determined.

c. The sample units shall be randomly selected from the entire lot by or in the presence of the Government Quality Assurance Representative. Unless otherwise specified, the sample units are considered to be destructively tested and are in addition to the units deliverable under the contract.

d. Prior to selection of the sample units, the lot shall have been inspected to and meet all other requirements of the contract. A sample shall not be submitted from a lot rejected for nonconformance to the detailed requirements of the specifications) and drawing(s) unless authorized by the Contracting Officer.

e. Unless authorized by the Contracting Officer, the lot from which the samples are drawn shall not be shipped until official notification has been provided by the Contracting Officer that the tested units have satisfactorily met the established requirements. Final acceptance of the lot shall not proceed until such notification has been provided.

f. If the production lot sample contains samples for ballistic testing, the test samples shall be identified as such on the outer packs and the applicable Ballistic Test Request (BTR) number shall be stenciled on all outer packs and included on all shipping documents.

g. The Contracting Officer shall by written notice to the Contractor within 45 days after receipt of the sample units by the government, approve, disapprove, or conditionally approve the lot acceptance sample.

h. If the production lot sample fails to meet applicable requirements, the Contractor may be required at the option of the Government, to submit an additional production lot test sample for test. When notified by the Government to submit an additional production lot test sample, the Contractor shall at no additional cost to the Government make any necessary changes, modifications, or repairs and select another sample for testing. The additional test sample shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample within the time limit specified in paragraph g above. All costs associated with the additional testing shall be borne by the Contractor.

i. If a ballistic test sample fails to meet contractual performance or functional requirements, the Contractor shall reimburse the Government for transportation costs associated with the failing sample, including the cost of transportation protective service and transportation security requirements when such security is required by other provision of this contract. An exception to this requirement for reimbursement of Government transportation costs will occur if the Government determines that the functional test samples failed to meet contractual performance requirements through no fault of the contractor.

j. If the Contractor fails to deliver any production lot test sample(s) for test within the time or times specified, or if the Contracting Officer disapproves any production lot test sample(s), the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. Therefore, this contract may be subject to termination for default. Failure of the Government in such an event to terminate this contract for default shall not relieve the contractor of the responsibility to meet the delivery schedule for production quantities.

k. In the event the Contracting Officer does not approve, conditionally approve, or disapprove the production lot test sample(s) within the time specified in paragraph g above, the Contracting Officer shall equitably adjust the delivery or performance dates, or the contract price, or both, and any other contractual provision affected by such delay in accordance with the procedures provided in the Changes clause. Failure to agree to any adjustment shall be a dispute concerning a question of the fact within the meaning of the clause of this contract entitled Disputes.

(End of Clause)

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E-6            52.246-4550            HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT            FEB/2004  
LOCAL

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- ( )     ISO 9002
- (X)     ISO 9001-2000; only design/development exclusions permitted
- ( )     ISO 9001-2000; no exclusions permitted

or an alterate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-7            52.245-4545            MIL-STD-1916            OCT/2000  
LOCAL

The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action. All references to MIL-STD-105, MIL-STD-414, MIL-STD-1235, and ANSI Z1.4 appearing in the Technical Data Package (TDP) are replaced by MIL-STD-1916. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.

(End of clause)

(ES7650)

E-8            52.246-4528            REWORK AND REPAIR OF NONCONFORMING MATERIAL            MAY/1994  
LOCAL

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

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(ES7012)

E-9	52.246.4531 LOCAL	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
(a) Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.			
(b) The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.			
(c) All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.			
(d) Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.			
(e) Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.			
(f) The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.			
(End of clause)			

(ES7010)

E-10	52.246-4532 LOCAL	DESTRUCTIVE TESTING	MAY/1994
(a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.			
(b) Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.			
(c) All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.			
(d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance inprocess testing, unless specifically authorized by the Contracting Officer.			
(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.			
(End of clause)			

(ES7011)

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E-11	52.246-4550	CRITICAL CHARACTERISTICS	FEB/2004
	LOCAL		

- (a) The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.
- (b) The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.
- (c) An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.
- (d) Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.
- (e) Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.
- Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item.
- The following (as a minimum) are classified as Level I critical nonconformances:
- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
  - (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
  - (3) A nonconformance that will result in violation of mandatory safety policies or standards.
- Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors:
- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
  - (2) prevent performance of the tactical function of a major end item.
- (f) In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:
- (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
  - (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly are immediately stopped.
  - (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.) (DI-SAFT-80970A).
  - (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.

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- (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.
- (6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.
- (g) The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:
- (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
- (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
- (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
- (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate. The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.
- (h) If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.
- (i) The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	FEB/2006
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-5	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.247-61	F.O.B. ORIGIN-MINIMUM SIZE OF SHIPMENTS	APR/1984
F-8	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
F-9	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	FEB/2006

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(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

\_\_\_\_\_(carload, truckload, less-load,  
\_\_\_\_\_(wharf, flatcar, driveway, etc.)

(End of clause)

(FF8005)

F-10	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989
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(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box \_\_\_\_\_, Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reels \_\_\_\_\_, Drums \_\_\_\_\_,  
Other (specify) \_\_\_\_\_

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(ii) Shipping Configuration: Knocked-down \_\_\_\_\_, Set-up \_\_\_\_\_, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_

(iii) Size of container: \_\_\_\_\_ (length), \_\_\_\_\_ x \_\_\_\_\_ (width), \_\_\_\_\_ x \_\_\_\_\_ (height), \_\_\_\_\_ Cubic\_Ft;

(iv) Number of items per container: \_\_\_\_\_ Each;

(v) Gross Weight of container and contents \_\_\_\_\_ Lbs;

(vi) Palletized/skidded -1- Yes -2- No,

(vii) Number of containers per pallet/skid \_\_\_\_\_ ;

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;

(ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs Cube ; \_\_\_\_\_

(x) Number of containers or pallets/skids per railcar \_\_\_\_\_\*

Size of railcar \_\_\_\_\_

Type of railcar \_\_\_\_\_

(xi) Number of containers or pallets/skids per trailer \_\_\_\_\_\*

Size of trailer \_\_\_\_\_Ft

Type of trailer \_\_\_\_\_

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation \_\_\_\_\_ ;

(ii) Tender/Tariff \_\_\_\_\_ ;

(iii) Item \_\_\_\_\_ .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

F-11            52.247-4504            TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR            MAR/2004  
LOCAL            SHIPMENTS

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)



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(FS7115)

F-12                      52.247-4531                      COGNIZANT TRANSPORTATION OFFICER                      MAY/1993  
LOCAL

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-13                      52.247-4551                      SPECIAL TRANSPORT/LOADING REQUIREMENTS (HAZARDOUS)                      FEB/1996  
LOCAL

(a) In addition to requirements set forth under General Provision, "Loading, Bracing, and Blocking of Freight Car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, Bureau of Explosives Tariff No. BOE 6000 publishing Hazardous Materials Regulations of the Department of Transportation, and Bureau of Explosives Pamphlets No. 6, 6A as applicable. Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made. AAR Pamphlets, Circular and Rules may be procured from the Bureau of Explosives, 59 E. Van Buren St., Chicago, IL 60605. Bureau of Explosives Tariff No. BOE 6000 and Bureau of Explosives pamphlets may be procured from the Bureau of Explosives, Association of American Railroads, 1920 L Street, Washington, D.C. 20036. U.S. Army Defense Ammunition Center (USADAC) approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to rail loading, blocking and bracing of this item and may be secured by the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., Motor Carrier's Explosives and Dangerous Articles Tariff, as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P St., N.W., Washington, D.C. 20036. USADACS approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to motor, loading, blocking and bracing of this item and can be secured from the Contracting Officer or DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with Bureau of Explosives Pamphlet No. 6C or AAR Circular No. 43, copies may be obtained from addresses given in para (a) above. USADAC approved drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components is specifically applicable to loading, blocking and bracing for TOFC shipments and may be obtained from the Contracting Officer or DCMA.

(d) Container shipments will be loaded, blocked and braced in accordance with USADAC drawings contained within Index of U.S. Army Unitization, Storage and Outloading Drawings for Ammunition and Components which is specifically applicable to loading, blocking and bracing of container shipments and may be secured from the Contracting Officer or the DCMA.

(e) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

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(End of clause)

(FS7007)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991

\*\*\*

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None")      ACT

\*\*\*

(End of Clause)

(HA8704)

H-4	52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA	JAN/1997
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(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material      Identification NO.

(If none, insert NONE)

\*\*\*

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

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NOTE: The Contractor shall prepare and submit a Material Safety Data Sheet (MSDS) in accordance with this clause to each of the following addresses:

Commander  
U.S. Army Field Support Command (AFSC)  
ATTN: AMSFS-SF  
Rock Island, IL 61299-6000

Commander  
U.S. Army Field Support Command (AFSC)  
ATTN: SJMFS-TD  
Rock Island, IL 61299-6000

Commander  
U.S. Army Joint Munitions Command (JMC)  
ATTN: AMSJM-CCA-M  
Rock Island, IL 61299-6000

Commander  
U.S. Army Tank Automotive Command-Rock Island (TACOM-RI)  
ATTN: AMSTA-AR-WEP-RP  
Rock Island, IL 61299-7630

(HF6011)

H-5 252.211-7003 ITEM IDENTIFICATION AND VALUATION  
DFARS

JUN/2005

(a) Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract

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at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for

(i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number

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**Name of Offeror or Contractor:**

Item Description

\_\_\_\_\_ NONE \_\_\_\_\_

- (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number NONE\_\_\_\_\_.
- (2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.
- (3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that
- (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
- (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
- (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
- (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and
- (ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.
- (4) DoD unique item identification and DoD recognized unique identification equivalents.
- (i) The Contractor shall
- (A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
- (ii) The issuing agency code
- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires unique item identification under paragraph (c) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:
- (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.

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- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.
- (10) Governments unit acquisition cost.

(e) Embedded DoD serially managed subassemblies, components, and parts. The Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Lot or batch number.\*\*
- (8) Current part number (if not the same as the original part number).\*\*
- (9) Current part number effective date.\*\*
- (10) Serial number.\*\*
- (11) Unit of measure.
- (12) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

H-6	52.225-4503	RESTRICTION OF CRITICAL ITEMS AND COMPONENTS	FEB/1993
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LOCAL

(1) The items and components listed in paragraphs (2) and (3) are critical to the support of national defense items. As such, it is necessary to create and/or maintain a domestic capability for the production of these items and components by limiting production and procurement to the United States/Canadian industrial base.

(2) Items listed in this paragraph, to include all components contained therein, down to but not including raw materials (unless a more stringent restriction applies as set forth elsewhere in this contract), must be manufactured, assembled, and tested in the United States or Canada. Raw material is defined as material in the mill forms and shapes normally produced for

Name of Offeror or Contractor:

commercial use.

M314A3 Illumination Cartridge

(3) Components listed in this paragraph must be manufactured, assembled, and tested in the United States or Canada.

Metal Parts production; Illuminating candle production; and Load, Assemble and Pack production.

In all cases, final assembly and testing of the items listed in the Schedule in Section B of this contract must be performed in the United States or Canada.

"(4) The failure of the contractor or subcontractor(s) to comply with the terms of this clause shall be a material breach of the contract.

(5) The contractor will insert the substance of this clause, including this paragraph (5), in every subcontract for items or components identified above to ensure flowdown to, but not including, raw materials.

(End of Clause)

(HS6306)

H-7	52.242-4506	PROGRESS PAYMENT LIMITATION - INCURRED COSTS	MAR/1988
	LOCAL		

Prior to process optimization/first article approval, only costs incurred for the process optimization/first article are allowable for progress payments; however, such payments shall not exceed 50% of the initial award value of the effort.

(End of Clause)

(HS6002)

H-8	52.242-4560	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS	JUN/1996
	LOCAL	REPORTS OF DELAYS IN DELIVERY	

a. Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number). The remarks section will provide process-oriented information where relevant to the delay.

b. The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

ACTIVITY	ADDRESS	NO. OF COPIES
Purchasing Office (PCO)	See Award document.	1
Administration Office (ACO)		3
Production Manager	1	

(End of clause)

(HS6028)



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H-9

52.245-4506

GOVERNMENT FURNISHED PROPERTY

OCT/1994

LOCAL

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 14 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number 14 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 14 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-10

52.246-4557

MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)

JAN/1995

LOCAL

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office
- Commander

HQ, Army Field Support Command

1 Rock Island Arsenal

ATTN: AMSFS-CCA-R/Norm Brown

Rock Island, IL 61299-6500

2. Production Management
- Commander

HQ, Joint Munitions Command

1 Rock Island Arsenal

ATTN: SFSJM-CDA

Rock Island, IL 61299-6000

3. Send additional copies to -3- in accordance with Table 1 and Table 2.

(End of clause)

(HS6025)

H-11

52.223-4556

DISPOSAL OF REMAINING GFM AMMUNITION AND EXPLOSIVES FOLLOWING

JUN/1999

LOCAL

CONTRACT COMPLETION OR TERMINATION

The following requirements apply to Government-Furnished Material (GFM) Ammunition and Explosives (A&E). All A&E are potentially hazardous and tend toward less stability with the passage of time. In particular, A&E containing nitrocellulose-based components (such as propellants) or nitrate ester-based components (such as nitroglycerine) loses stability with time.

(a) Within 30 days of completion or termination of the contract, the contractor shall request disposition instructions from the contracting officer for any residual GFM A&E, regardless of condition. The condition of all such GFM A&E, identified

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by contract number, and NSN or part number, will be indicated in the request. The contracting officer shall provide disposition instructions to the contractor within 90 days of the request.

(b) If the contractor has the capability to dispose of these materials at its facility, and is instructed to dispose of the materials through disposition instructions, the contractor shall provide notification to the contracting officer of the destruction of the materials. The notification shall include the contract number, NSN or part number, lot number, nomenclature, and quantity or weight of materials destroyed, and the date of destruction.

(c) The contractor shall manage (to include the treatment, storage and disposal of) all GFM A&E in accordance with all applicable state and federal regulations.

(End of clause)

(HS7500)

H-12      52.247-4545      PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION      MAY/1993  
LOCAL

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding///☐ YES ☐ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of clause)

(HS7600)

H-12      TECHNOLOGY INSERTION CLAUSE

At any time during the course of this contract, the government may require, at its option, the insertion of state-of-the-art, advanced or alternate technology into the items called for under the contract, including a retrofit program if desired. Government directed technology upgrades will be initiated through a contract modification via a mandatory ECP or by mandating the insertion of a government directed commercial component(s) or military hardware. The insertion may be limited to certain CLINS and quantities at the Government's discretion. If a government directed technology insertion will cause an increase or decrease in the cost or time required for performance of this contract, an equitable adjustment shall be negotiated and incorporated into the contract.

\*\*\* END OF NARRATIVE H 001 \*\*\*

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-4	FIRST ARTICLE APPROVAL-GOVERNMENT TESTING (SEP 1989) - ALTERNATE I	JAN/1997
I-12	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-13	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-14	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-15	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-16	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-17	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-18	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-19	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-20	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-21	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) - ALTERNATE II	OCT/2001
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2005
I-23	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-25	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-27	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-28	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-29	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-31	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-32	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-33	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-34	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-35	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-36	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-37	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-38	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-39	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-40	52.232-1	PAYMENTS	APR/1984
I-41	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-42	52.232-11	EXTRAS	APR/1984
I-43	52.232-16	PROGRESS PAYMENTS	APR/2003
I-44	52.232-17	INTEREST	JUN/1996
I-45	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-46	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-47	52.232-25	PROMPT PAYMENT	OCT/2003
I-48	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-49	52.233-1	DISPUTES	JUL/2002
I-50	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-51	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-52	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991

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I-53	52.242-13	BANKRUPTCY	JUL/1995
I-54	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-55	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-56	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY/2004
I-57	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-58	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-59	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984
I-60	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-61	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB/2006
I-62	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-63	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-64	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-65	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-66	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-67	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-68	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-69	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-70	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-71	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-72	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-73	252.211-7000 DFARS	ACQUISITION STREAMLINING	DEC/1991
I-74	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-75	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-76	252.223-7002 DFARS	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-77	252.223-7003 DFARS	CHANGE IN PLACE OF PERFORMANCE-AMMUNITION AND EXPLOSIVES	DEC/1991
I-78	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-79	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-80	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	JUN/2005
I-81	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-82	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-83	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
I-84	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
I-85	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-86	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-87	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-88	52.209-4	FIRST ARTICLE APPROVAL-GOVERNMENT TESTING	SEP/1989

(a) The Contractor shall deliver \*\_unit(s) of Lot/Item \* within \*\* calendar days from the date of this contract to the Government at Contractor's Facility for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are

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specified elsewhere in this contract.

(b) Within 60 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

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\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of clause)

(IF8003)

I-89	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL/2005
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(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

o Offeror elects to waive the evaluation preference.

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(End of clause)

(IF8005)

I-90	52.248-1	VALUE ENGINEERING	FEB/2000
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(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract \_\_\_\_\_, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-91	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989
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<b>Name of Offeror or Contractor:</b>		

- a. This solicitation includes an evaluated option (See Section M).
- b. The Government reserves the right to increase the quantity of item(s) CLIN 0001 by a quantity of up to and including but not exceeding the maximum amounts listed below for FY07 through FY10 as an evaluated option. Option pricing will be evaluated using the price offered for the most probable quantity for each fiscal year.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) CLIN 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the most probable option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time after award of contract and up to and including any time up to and including 30 Sep 2007 for the FY07 option, any time after 30 Sep 2007 and up to and including 30 Sep 2008 for the FY08 option, any time after 30 Sep 2008 and up to and including 30 Sep 2009 for the FY09 option and any time after 30 Sep 2009 and up to and including 30 Sep 2010 for the FY10 option by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
- f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
- g. Offered Unit Prices for the Option Quantities are:

Evaluated Option (F.O.B. Origin) CLIN 0001	
	<u>Unit Price</u>
FY 07 Option	\$_____ 1 - 10,000 each \$_____ 10,001 - 20,001 each - MOST PROBABLE QUANTITY \$_____ 20,001 - 31,216 each
FY 08 Option	\$_____ 1 - 10,000 each \$_____ 10,001 - 20,000 each - MOST PROBABLE QUANTITY \$_____ 20,001 - 31,216 each
FY 09 Option	\$_____ 1 - 10,000 each \$_____ 10,001 - 20,000 each - MOST PROBABLE QUANTITY \$_____ 20,001 - 31,216 each
FY 10 Option	\$_____ 1 - 10,000 each \$_____ 10,001 - 20,000 each \$_____ 20,001 - 31,216 each - MOST PROBABLE QUANTITY

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-05-R-0137      MOD/AMD</p>	<p style="text-align: center;"><b>Page 47 of 75</b></p>
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I-92      52.223-3      HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA      JAN/1997  
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(B) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL  
 (If none, insert "None")      IDENTIFICATION NO.

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 (End of Clause)  
  
 (IF6350)

I-93      52.243-7      NOTIFICATION OF CHANGES      APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- 2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- 3) The identification of any documents and the substance of any oral communication involved in such conduct;
- 4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- 5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- 6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR

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shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- 1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- 2) Countermand any communication regarded as a change;
- 3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-94      52.246-17      WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE      JUN/2003  
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(b) Contractor's obligations.  
(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance

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(c) Remedies available to the Government.  
(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of defects.

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(End of clause)

(IF6070)

I-95      252.223-7007      SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES      SEP/1999



<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-05-R-0137      MOD/AMD</p>	<p style="text-align: center;"><b>Page 49 of 75</b></p>
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**Name of Offeror or Contractor:**

DFARS

(a) Definition. Arms, ammunition, and explosives (AA&E), as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
M314A3 Illumination Ctg	1315-01-514-5716	IV

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier\`be

- (1) For the development, production, manufacture, or purchase of AA&E; or
- (2) When AA&E will be provided to the subcontractor as Government-furnished property.

(g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

(End of clause)

(IA6200)

I-96	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	FEB/2006
(a) Definitions. As used in this clause-			

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

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(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

(IF7045)

I-97                    52.252-6                    AUTHORIZED DEVIATIONS IN CLAUSES                    APR/1984  
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-98                    252.211-7005                    SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                    NOV/2005  
DFARS

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcmam.mil/20/guidebook\\_process.htm](http://guidebook.dcmam.mil/20/guidebook_process.htm) (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

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Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-99	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

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(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

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(End of clause)

(IA7035)

I-100	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	NOV/2005
	DFARS	CONTRACTS)	

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA7745)

I-101	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
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LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-102      52.229-4562      CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1)  
LOCAL

MAY/1992

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of clause)

(IS7002)

I-105 Economic Price Adjustment-Material (Steel or Brass)

(a) This clause applies to the unit price(s) for steel or brass only. The amount of increases or decreases will be limited to the unit price(s) of the actual material (steel or brass) only and shall not include such costs as labor, overhead, G&A and profit. The Contractor shall notify the Contracting Officer if, at any time during contract performance, the unit price(s) for steel or brass either increases or decreases. For the purpose of defining contract performance the basic contract and any options are considered to be individual performance periods and will be considered independent of each other. The Contractor shall furnish this notice within 60 days after the increase or decrease, or within any additional period that the Contracting Officer may approve in writing, but not later than the date of final payment under this contract. The notice shall include the Contractor's proposal for an adjustment in the contract unit price(s) to be negotiated under paragraph (b) of this clause, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause, effective date, and amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) of this clause, the Contracting Officer and the Contractor shall negotiate a price adjustment in the contract unit price(s) and its effective date. However, the Contracting Officer may postpone the negotiations until an accumulation of increases and decreases in unit price(s) of steel or brass results in an adjustment allowable under paragraph (c)(3) of this clause. The Contracting Officer shall modify this contract (1) to include the price adjustment and its effective date and (2) to revise the unit price(s) of material (steel or brass) as proposed to reflect the increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any price adjustment under this clause is subject to the following limitations:

(1) Any adjustment shall be limited to the effect on unit price(s) of the increases or decreases in the unit price(s) for steel or brass. There shall be no adjustment for-

(i) Supplies or services for which the production cost is not affected by such changes;

(ii) Changes in unit price(s) other than those proposed; or

(iii) Changes in the quantities of material (steel or brass) used from those proposed for each item.

(2) No upward adjustment shall apply to supplies or services that are required to be delivered or performed before the effective date of the adjustment, unless the Contractor's failure to deliver or perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.

(3) There shall be no adjustment for any change in the unit price(s) for material (steel or brass) which would not result in a net change of at least 3 percent of the then-current total contract price. This limitation shall not apply, however, if, after final delivery of all contract line items, either party requests an adjustment under paragraph (b) of this clause. If the contractor anticipates such an adjustment will be required they shall inform the Contracting Officer no later than 90 days prior to final delivery during any performance period.

(4) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price during any performance period of the contract. There is no percentage limitation on the amount of decreases that may be made under this clause.

Name of Offeror or Contractor:

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of material (steel or brass) during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier. Notwithstanding any other requirement of this clause the contractor shall provide to the Contracting Officer, on a semi-annual basis, in a form to be negotiated, information pertaining to actual or anticipated increases or decreases to the unit price(s) for material (steel or brass). As also required by this provision the contractor shall complete the information required below:

	Base FY06	Option FY06	Option FY07	Option FY08	Option FY09	Option FY10
Multiple Year (Single w/5 options)						
Proposed steel or brass Lbs. per						
M314A3 Illumination Ctg	_____#	_____#	_____#	_____#	_____#	_____#
Proposed steel or brass Unit Price	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
Proposed M314A3 Illum Ctg						
Unit Price	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____

(End of Clause)

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<b>Name of Offeror or Contractor:</b>		

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CDRLS		006	
Attachment 001	TECHNICAL DATA PACKAGE 12944349 (CDROM)			
Attachment 002	ENGINEERING CHANGE PROPOSAL (ECP) R04A2018	18-AUG-2004	002	
Attachment 003	ENGINEERING CHANGE PROPOSAL (ECP) R05K2007	25-FEB-2005	007	
Attachment 004	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 005	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL		009	
Attachment 006	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 007	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 008	DOCUMENT SUMMARY LIST		003	
Attachment 009	LIST OF ADDRESSES		001	
Attachment 010	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 011	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST		001	
Attachment 012	IOC FORM 715-4 - LISTING OF GOVERNMENT OWNED PROPERTY USED FOR PERFORMANCE		002	
Attachment 013	STATEMENT OF WORK - ACCOUNTABILITY INSTRUCTIONS		001	
Attachment 014	LIST OF GFM		001	
Attachment 015	HAZARDOUS WARNING LABEL		001	
Attachment 016	PAST PERFORMANCE SURVEY			
Attachment 017	SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 018	IOC FORM 715-3 - DEFENSE PRIORITIES AND ALLOCATIONS SYSTEMS		003	
Attachment 019	ENGINEERING CHANGE PROPOSAL R05K2005	14-SEP-2005	015	
Attachment 020	PLUG DRAWING EXAMPLE	14-JUL-2005	001	

**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-2	52.207-4	ECONOMIC PURCHASE QUANTITY-SUPPLIES	MAY/2004
(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.			

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
_____	_____	_____	_____
_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

(KF7003)

K-3	252.247-7022 DFARS	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG/1992
(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.			

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(b) Representation. The Offeror represents that it

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)



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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-2	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-4	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-5	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-6	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-7	252.206-7000 DFARS	DOMESTIC SOURCE RESTRICTION	DEC/1991
L-8	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
L-9	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO-A9 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

L-10	52.216-1	TYPE OF CONTRACT	APR/1984
The Government contemplates award of a firm fixed price contract resulting from this solicitation.			
(End of provision)			

(LF6008)

L-11	52.233-2	SERVICE OF PROTEST	AUG/1996
(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from			

Commander  
HQ, Army Field Support Command  
1 Rock Island Arsenal  
ATTN: AMSFS-CCA-R/Norman Brown  
Rock Island, IL 61299-6500

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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**Name of Offeror or Contractor:**

(LP6021)

L-12                      252.217-7026                      IDENTIFICATION OF SOURCES OF SUPPLY                      NOV/1995  
DFARS

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line Items	National Stock Number	Commercial Item (Y or N)	Source of Supply Company      Address	Actual Part No.      Mfg?
(1)	(2)	(3)	(4)              (4)	(5)              (6)

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list none.
- (3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.
- (c) An original and one copy of the information required above shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).
- (d) In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of

L-13                      52.211-4510                      PARTNERING                      AUG/2001  
AMC

\*\*\*The principal government representatives for this effort will be

Norman Brown  
Contracting Officer  
HQ, Army Field Support Command  
1 Rock Island Arsenal  
Rock Island, IL 61299-6500

(End of Provision)

(LM6100)

L-14                      52.215-4571                      EXCHANGES WITH INDUSTRY BEFORE RECEIPT OF PROPOSALS                      OCT/1997  
LOCAL

A Pre-Proposal Conference will be held at the Rock Island Arsenal Caisson Room, Building 60, 1st Floor on Wednesday, 22 March 2006. Start time is 8:30 AM CT, with participants registration beginning at 8:00 AM CT.

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This pre-proposal conference will allow a government panel to answer offerors questions and comments regarding this solicitation. Offerors are to submit questions and comments to the Contract Specialist, Mitzi Wagner, via email by close of business 14 March 2006. Any offeror desiring a one on one session, must state so in the email with your questions. A time and date will then be set up. During the conference, answers presented will be anonymous. The government panel will also field additional questions offerors may have during the conference.

Failure to provide questions and comments by close of business 14 March 2006 may result in cancellation of the pre-proposal conference.

Each company is restricted to 5 attendee(s). Submit via email to the Contract Specialist, Mitzi Wagner, whether or not you will attend, give name and title of each attendee.

(End of provision)

(LS6013)

L-15                      52.252-5                      AUTHORIZED DEVIATIONS IN PROVISIONS                      APR/1984  
(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(b) The use in this solicitation of any DoD FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(End of provision)

(LF7015)

L-16                      AMC                      AMC-LEVEL PROTEST PROGRAM                      DEC/2000  
If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:  
HQ Army Materiel Command  
Office of Command Counsel ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001  
Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176  
The AMC-level protest procedures are found at:  
<http://amc.army.mil/amc/cc/protest.html>  
If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-17                      52.209-4576                      WAIVER OF FIRST ARTICLE APPROVAL                      SEP/1995  
LOCAL  
In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:  
  
Contract Nos. \_\_\_\_\_  
  
Dates \_\_\_\_\_

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**Name of Offeror or Contractor:**

(End of provision)

(LS7009)

L-18                      52.212-4501                      ELECTRONIC AWARD NOTICE                      APR/2001

(a) Any contract awarded as a result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

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(b) Notice of award to the awardee will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendors failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform on grounds for a delivery schedule extension.

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(c) Notice of award to unsuccessful offerors shall be issued only via electronic mail, the Commerce Business Daily, and the Army Single Face to Industry (ASFI) web site. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI or the Commerce Business Daily to determine if an award has been made. In this event, the vendors failure to check theses sites to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in the regulation.

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Vendors Electronic Mail Address: \_\_\_\_\_

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(End of provision)

(LS7100)

L-19                      52.214-4584                      HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS                      NOV/2005  
LOCAL

(a) Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the AFSC Bid, Quote and Proposal Receiving Area, (309) 782-0367/5251. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

(b) For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the AFSC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

(c) Delivery is to be made to Building 350, 5th Floor, North Bay at Pole C3, "Bid, Quote, and Proposal Receiving Area", (309)782-0367/5251.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

L-20                      52.215-4501                      ARSENALS AS SUBCONTRACTORS                      JUN/2000

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**Name of Offeror or Contractor:**

This solicitation is open to competition between Department of Defense activities and private firms. Under the authority of 10 U.S.C. 2208(j), applicable working capital funded facilities are available as potential subcontractors.

(End of provision)

(LS7020)

L-21	52.215-4578	COST DATA BREAKDOWN	OCT/1997
	LOCAL		

Breakdowns of cost data are not requested under this solicitation inasmuch as the Contracting Officer anticipates adequate price competition. However, in the event the Contracting Officer subsequently determines that price competition is inadequate for this procurement, detailed cost data may then be requested in compliance with law and regulations.

(End of provision)

(LS7012)

L-22	52.215-4583	DISCLOSURE OF UNIT PRICES	FEB/2004
	LOCAL		

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

L-23	52.222-1100	10 U.S.C. 4543 PILOT PROGRAM	FEB/2003
	LOCAL		

(a) Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

(b) These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

(c) If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant  
Mr. Paul McDaniel, Attn: JMC MC-MO  
McAlester, Oklahoma 74501-9002  
(918) 420-6452  
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal  
Mr. William Peiffer, Attn: SOSRI-AP  
Rock Island, Illinois 61299-5000  
(309) 782-5178/4479  
peifferw@ria.army.mil

Watervliet Arsenal  
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP

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Name of Offeror or Contractor:

Watervliet, New York 12189-4050  
(518) 266-5052  
emccarthy@wva.army.mil

(End of provision)

(LS7010)

L-24                    52.247-4574                    F.O.B. POINT (RFPs)                    SEP/1995  
LOCAL

Offers are requested to be submitted on an F.O.B. Origin basis as set forth in Section B and/or F.

(End of provision)

(LS7007)

SECTION L - Information to be Submitted  
Offerors shall provide information for each Factor and Sub-factor in the format and sequence identified in this solicitation. The offerors must provide information in sufficient detail to allow the USG to make a Best Value assessment of the offerors Technical/Management, Past Performance, Financial Capability, Price and Small Business Utilization.

Submission of Proposals:

An offeror's proposal shall consist of the following:

- a. One executed and completed copy of the solicitation (written)
  - b. Technical/Management Presentation (oral) (6 copies)
  - c. Past Performance Volume (written) (3 copies)
  - d. Financial Capability (written) (3 copies)
  - e. Small Business Utilization Plan (written) (2 copies)
- NOTE: All offerors (small, large, or foreign) are required to submit a Small Business Utilization Plan

Offeror's complete proposal shall be forwarded to the following address:

U.S. Army Field Support Command  
ATTN: AMSFS-CCA-R / Mr. Norman Brown  
1 Rock Island Arsenal  
Rock Island, IL 61299-6000

Technical/Management

The Technical/Management area of the proposal shall be presented orally in four separate parts covering the following sub-factors:

Part I - Process Optimization/First Article

Part II - Essential Processes and Procedures, and Essential Skills

Part III - Integrated Master Plan /Delivery Schedule

Part IV - System Integration/Program Management

Part V - Quality

Throughout the oral presentation of Parts I and V, the offeror shall describe the applicability of 6-sigma principles. At a minimum, a top level process map that clearly shows the relationship between all of the tasks listed in the technical/management area shall be provided, as well as second level maps that clearly explain each task. For Part I, the offeror shall describe the training or knowledge of 6-sigma principles possessed by the key personnel participating on the contract.

The presentation shall describe the following processes/procedures needed to perform the contract, and must include a description of facilities, equipment, processes and capacities to satisfy all the requirements . The offeror shall clearly provide evidence that they possess the ability to meet any and all requirements in the TDP and contract. The offeror is responsible for providing sufficient

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**Name of Offeror or Contractor:**

detail in their presentation to permit a complete and accurate evaluation of the proposal from a Technical/Management perspective.

Attendees: An offerors oral presentation must be made by one or more of the persons whom the Offeror will actually employ under the prospective contract to perform the functions such as program manager, facilities manager, key engineering personnel, etc. Key personnel that the Offeror will employ to perform those functions should attend the oral presentation. The Offeror is limited to seven (7) attendees. No other officers, employees, consultants, agents, or other representatives of the Offeror may attend.

**Guidance for the Preparation of Oral Presentations:**

The Government does not desire elaborate charts/slides. Content and substance of the presentation is to be stressed. Each Offeror must use black and white overhead transparencies (slides) , whether hard copy or CD to document the key points of its presentation. However, if offeror determines it to be more cost effective to use standardized color charts, that is allowed. The Government will provide one overhead projector or other electronic equipment\_for the offerors use during the oral presentation. The Offeror may not use or submit any other media or documents, samples, prototypes, etc. The Offeror must submit its set of overhead transparencies or CD and six paper copies to the Government in a sealed package with its offer. Offerors shall provide five (5) additional copies of its briefing charts to the PCO at the time of the presentation. These copies and any slides must be identical to the presentation copy provided on the closing date of the solicitation. At the scheduled presentation time, the Contracting Officer will review the ground rules of the presentation with each Offeror. Immediately before the presentation, the contracting officer will give the transparencies or CD to the Offeror for its use during the presentation. Each Offeror will be required to use only this set of transparencies or CD. No other material or revisions to the briefing charges will be permitted. Failure in consistency of the original transparencies or CD to all copies provided shall be the offerors responsibility and the Government assumes no liability for any circumstances that might arise from this failure. The overhead transparencies or CD contents must be legible and must conform to the following specifications:

- Size: 8.5 inches by 11 inches
- Color: black and white (or color if determined to be cost efficient)
- Graphics: Permitted
- Company name or logo required on each chart
- Sequentially numbered
- Maximum of 8 bullets per slide

- There is no limit to the number of charts/slides that an Offeror may use during its presentation. However, when evaluating the offerors understanding of the RFP requirements, the Government will consider only the information on the charts/slide shown during the presentation and discussed in a meaningful manner.
- Only the material presented will be evaluated. No additional written material provided on the date of the presentation will be accepted.
- Oral presentations shall not address past performance, small business utilization price or fee.
- The oral presentations will be scheduled by the PCO, and will take place at Rock Island Arsenal (actual location to be determined) and will begin at 0830 hours on the date assigned. The PCO will notify each Offeror of the date and specific location. The order of presentations will be determined by a lottery system. The Government reserves the right to reschedule oral presentations at the sole discretion of the PCO. The presentations will be video recorded for reference and further Government review, if needed. No other recording devices will be permitted. Copies of the video recording may be provided upon request either at debriefing or following contract award.
- Offerors will be given a maximum of four (4) hours to finish all presentations. Offerors are cautioned that presentations will cease at the end of the four-hour total. The amount of time apportioned to each part of the presentation is at the offerors discretion, and there will be a fifteen (15) minute break between presentations that will not count toward the four-hour total. Upon completion of all presentations, there will be a two (2) hour break. Following the break, the Government will have up to two (2) hours to ask questions for clarification purposes. All questions will be asked orally by only the PCO during the question and answer period only. There will be NO FREE FLOWING DIALOGUE between the offerors and evaluation team members during the oral presentation and the question and answer period.
- THE ORAL PRESENTATION WILL NOT CONSTITUTE DISCUSSIONS AS DEFINED IN FAR 15.306. The Government will not advise an Offeror of its strengths, deficiencies, or weaknesses during the presentation. The information in the oral presentation will be used solely for evaluation purposes in selecting a contractor. During the question and answer period, the Government may request clarification of any of the points addressed which are unclear and may ask for elaboration by the Offeror on any point which was not adequately supported in the presentation. This dialogue between the Offeror and the Government will be for clarification only. At the conclusion of all presentations and review of the other proposal elements the Government may establish a competitive range. Offerors eliminated from the competitive range will be notified and will be afforded the opportunity to be debriefed at that time should they so request within 3 days after notification. Should discussions be required they will be conducted only through the PCO and with only those offerors still in the competitive range.

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Technical/Management

Part I Process Optimization/First Article (Subfactor)

The presentation shall describe the offerors assessment of processes the offeror considers high risk. Included shall be an analysis on how the assessment was conducted and the reasoning for the risk classification. The offeror shall describe a plan which optimizes these processes through mitigation, Design of Experiments (DOEs) and analysis. The presentation shall also describe parameters and variables which influence process consistency.

Part II Essential Processes and Procedures, and Essential Skills (Subfactor):

The presentation shall describe the essential processes (including key manufacturing processes), skills, knowledge, and availability of the offerors, subcontractors or partners, if applicable, facilities and labor force to include, but not limited to, management, quality engineering, and production. If shortfalls of manufacturing equipment and/or facilities currently exist, the remedy shall be addressed.

Part III Integrated Master Plan /Delivery Schedule (Subfactor):

The presentation must describe a manufacturing program that will ensure that the 105mm M314A3 Illumination components and end item will meet all requirements as specified in the Technical Data Package and that the Integrated Master Plan clearly demonstrates the contractors ability to meet the required delivery schedule. In the case where subcontractors or partners will be used, the offeror will specifically identify the subcontractor. If a partnering arrangement is proposed the offeror shall also identify the specific names of the partner(s) and nature of the arrangement. The Presentation shall specify plans to meet delivery schedule to include identification and scheduling of long lead materials including, but not limited to candles, Cartridge Cases, etc... Presentation shall include data to verify that other existing or projected programs will not impact the manufacturing facility and deliveries for this program. Data shall include time-phase manufacturing schedule for those other programs, assignments of floor space, machines, or other units of resources to programs and other data used by the contractor to verify that he will meet the required contract schedule requirement. The presentation shall also describe a manufacturing plan which will ensure that the 105mm M314A3 Illumination will be manufactured in accordance with the applicable technical data and must include a complete description of equipment and processes to be utilized to produce the 105mm M314A3 Illumination as well as all purchased components including the Candle, Metal Parts, Parachutes and Load, Assemble and Pack (LAP).

Part IV - System Integration/Program Management (Subfactor):

The presentation shall describe the offerors plan and experience in system integration/program management. The presentation shall provide the approach to effectively managing the M314A3 program. The offeror shall describe their plan for risk mitigation both from a cost and technical perspective. The offeror shall also describe their plan on how they will interact with Government counterparts during contract performance. The presentation shall also describe all aspects of the supply chain management to be used to satisfy program requirements.

Part V Quality (Subfactor):

The presentation shall describe and demonstrate that the offerors quality system meets the requirements of ANSI/ASCQ ISO 9001/9002 or an equivalent quality program acceptable to the Government. The offerors proposal for its quality system must define its organizational structure, responsibilities, procedures, processes, and resources proposed for implementing quality management. The offerors presentation must also describe in detail its plan for implementation and maintenance of processes as required by the critical characteristics provision. The presentation shall also specifically address how the offeror intends to incorporate six sigma principles and associated tools.

Offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the technical/management area.

Past Performance (including sub-factors of On Time Delivery and Quality): For the purpose of submitting proposals, a recent contract is one that meets the following time standards: 1) occurring from 3 years prior to the solicitation closing date up until date of award, or 2) awarded more than three years prior to closing date, but for which deliveries occurred or were scheduled to occur within the three year period prior to the closing of this solicitation. The offeror must submit all contracts; government, commercial, FMS that meet the criteria of the definition for "Recent". Relevant is defined as contracts demonstrating technical/management capabilities the same as or similar to those required to perform this item. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the USG reserves the right to determine whether an item/service is the same as or similar. For the purpose of this acquisition, offeror is defined as prime contractor and subcontractors for major components or services. The following information shall be submitted for each recent, relevant contract:

Name of Contracting Activity  
Contract Number



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**Name of Offeror or Contractor:**

- Contract Type (fixed price, cost reimbursable, etc.)
- Total Contract Value
- Description of work or NSN, Part Number and how it is relevant
- Contracting Officer/Contract Manager, current telephone number and current email address
- Administrative Contracting Officer, current telephone number and current email address
- A brief summary of each contract cited, addressing on time deliveries and quality sub-factors

A past performance customer survey for each contract listed completed by the applicable contracting officer. Survey should be emailed/mailed to the contracting office directly from the person(s) provided the survey. Email address to send surveys to is Norman.brown1@us.army.mil. Mailing address is:

U.S. Army Field Support Command  
ATTN: AMSFS-CCA-R / Mr. Norman Brown  
1 Rock Island Arsenal  
Rock Island, IL 61299-6000

Survey is attached to this solicitation. All past performance information shall be received by contracting officer 10 days prior to closing of the solicitation.

**On-Time Delivery (sub-factor):**

Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be made during the period of recent verification purposes concerning all these covered deliveries, even though this supporting information may precede the period defined as recent above. For verification purposes, offerors should furnish a point of contact/name, phone number, contract number and dollar value of recent, relevant contracts. Where deliveries were made not in accordance with the original contract delivery schedule the offeror shall explain the cause of the deviation (slippage) as well as present the original and revised schedules.

**Quality (sub-factor):**

Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. The Government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. The offerors process to improve product quality will be evaluated. The offeror will be required to submit data explaining corrective actions that have been taken to improve the process and/or solve their quality problems. The offeror will be required to disclose information about previous Requests for Waiver (RFWs), Requests for Deviations (RFDs), First Article Test Failures, Lot Acceptance Failures, Ballistic Lot Acceptance Failures, Quality Deficiency Reports (QDRs), and/or other product quality or related problems.

Sources available to the Government other than the contractors proposal will be used to evaluate past performance. Sources such as, but not limited to, contracting and pre-award offices at other commands may be used to gather information. In addition, the Government has the right to consider information regarding contractor performance up to the date of award.

**Financial Capability:** The contractor shall provide, for itself and its major subcontractors, financial information sufficient to allow the Government to make a determination as to the company's financial condition. A major subcontractor is defined as a sole source subcontractor or subcontractor providing \$550,000 or more of supplies/services for the proposed five-year period. The following list is to be used as a guideline; however, deviation from the format specified below will not be considered grounds for disqualification from the competition so long as the information provided constitutes a reasonable substitute:

- (1) The most recent three years of financial statements (preferably audited) or SF1407. (Note: the submission of unaudited financial statements may delay the evaluation process. The Government reserves the right to audit all un-audited financial statements.
- (2) Financial statements should include, at a minimum, the following for each company:

- Balance Sheet
- Income Statement
- Statement of Cashflows
- Footnotes to the Financial Statements
- Copy of the Certified Public Accountant's Opinion Regarding the Financial Statements Submitted
- List of available lines of credit or other types of loans to be utilized in performance of this contract (if any)

- (3) A copy of the current annual report if available
- (4) In addition to providing the above information for the major subcontractors, the offeror shall also provide the following information on each of the major subcontractors:
  - (a) The name, address, point of contact, and phone number of the subcontractor. If the subcontractor is a subsidiary, division, etc., of a parent company, the parent company shall be identified as well.

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- (b) An estimate of the subcontract value for the base year and each option periods most probable quantity range.
- (c) Identification of the subcontractors cognizant DCAA/DCMA office (if known).
- (d) The subcontractors DUNS number, if known.

Any additional information provided in the offeror's (including prime and/or major subcontractors) submission package will be considered. Examples of other information include: current part year financial statements, current open credit lines, and pro forma financial statements for future years. This information will be used to evaluate your firm's financial capabilities.

Financial statements should pertain to the business unit(s) that will actually be performing the work.

If the company to be performing the work is a division of a parent company where the parent company is financially responsible for the operations of the division, audited financial statements for the parent company will suffice. In this case, the company should provide legal documentation to support the existence of such a relationship.

If the company to be performing the work is a subsidiary of a parent company where the parent company is not financially responsible for the operations of the subsidiary, audited financial statements of a parent company are generally not a sufficient substitute unless one of two conditions exists:

- 1) The company obtains, and furnishes to the contracting officer, a written supplement to the CPA firm's existing statement regarding the parent company's financial statements. This supplement should state clearly that the independent auditor has reviewed the subsidiary's or division's financial statements as submitted in response to this RFP, and has found them to be an accurate representation of that business units financial condition as of the date of those statements.
- 2) The parent company submits to the contracting officer, a letter of commitment, signed by an official with the authority to bind that firm, stating that it assumes financial responsibility for the performance of the subsidiary or subordinate company in the performance of this contract.

If the company to be performing the work is a joint venture, limited liability company, or similar type of entity, the company should submit the financial statements of all the participating firms. This includes any financial statements, pro forma or otherwise that exist for the performing entity. The company should also submit legal documentation clearly disclosing the conditions of the business arrangement and the attendant financial terms.

Where a prime or major subcontractor is unable (not unwilling) to provide all the information required because it does not operate under commercial procedures the prime offeror shall present a financial plans showing how all parties intend to honor their commitments on this contract.

Price: Offerors shall submit prices in accordance with the requirements in Section B of the solicitation. Offerors will also submit prices in accordance with the evaluated option provision in Section I of the solicitation. All prices will be quoted in American dollars.

Small Business: As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

1. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

- (a) Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and
- (b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

3. Small Business Utilization

(a) All offerors are to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MIs, Large Businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

SB TYPE	EST \$	PRODUCT OR	COMPANY NAME
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Name of Offeror or Contractor:

	VALUE	SERVICE	
TOTAL SB \$			
LARGE BUSINESS	EST \$	PRODUCT OR	COMPANY NAME
	VALUE	SERVICE	
EST. TOTAL CONTRACT	\$		
EST. TOTAL SUBCONTRACTING	\$		

(b) All offerors are to provide a detailed description of the proposed methods used to promote the maximum practicable opportunity for SB to participate in contracting and subcontracting, as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219--8, Utilization of Small Business Concerns.

(c) Realism Offerors are to provide the following information on relevant contracts performed within three years prior to the initial solicitation closing date for the same or similar products/services:

(i) Small business offerors shall provide the following information for each relevant contract where FAR clause 52.219-8 applied; the total contract value, the total dollars to Small business and the total subcontracting dollars to Large Business. A Small Business offeror shall identify and include their own performance in the documentation.

(ii) Large business offerors shall provide the most recent Standard Form (SF) 294, Subcontracting Report for Individual Contracts for each relevant contract where FAR clause 52.219-9 Small Business Subcontracting Plan applied.

(iii) If the large business proposes substantially different small business utilization than experienced on the SF 294, they must explain how they will accomplish and/or the reason for the higher/lower proposed level.

(iv) Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

\*\*\* END OF NARRATIVE L 001 \*\*\*

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-47	EVALUATION-F.O.B. ORIGIN	JUN/2003
M-3	52.215-4586 LOCAL	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

SECTION M Evaluation of Offers

Proposals (which include the oral presentation) will be rated only on their content. Assumptions, preconceived ideas, and personal knowledge or opinions not supported by material provided in the proposal shall not be considered or used as a basis for evaluation. The past performance evaluation may use data/information from sources other than those provided with the offerors proposal (e.g. PPIMS, past customers and previous contracting officials).

Proposals and presentations will be rated based on their response to the RFP. Only factors/sub-factors identified in Section M of the RFP will be evaluated.

Each offeror will be evaluated against the solicitation criteria. The Government will make a qualitative assessment by assigning an adjectival rating for Technical/Management, Past Performance, Financial Capability and Small Business. For Technical/Management a rating of Unacceptable, Fair, Good, and Excellent will be assigned. For Past Performance ratings of Unacceptable/High Performance Risk, Adequate/Moderate Performance Risk, Excellent/Low Performance Risk and Neutral will be assigned. For Financial Capability ratings of Low Risk, , Moderate Risk, and High Risk will be assigned. For Small Business the ratings of Marginal, Adequate, Good, Excellent or Note will be assigned. Any areas of the offer requiring clarification will be referred to the Procuring Contracting Officer for resolution. The Procuring Contracting Officer reserves the right to contact offerors for clarification, without opening discussions. The government reserves the right to award the contract based on initial proposals without conducting discussions.

Technical/Management is more important than Past Performance or Financial Capability. Past Performance and Financial Capability are equally important and are each slightly more important than Price. Price is significantly more important than Small business utilization. All non-price factors when combined are significantly more important than price.

Offerors will be evaluated as follows:

Technical/Management (Factor):

1) Process Optimization/First Article (Subfactor): The offerors presentation will be evaluated on areas including, but not limited to, the ability to identify critical manufacturing processes which are sensitive to variability. The offeror must demonstrate an understanding of why the processes identified are difficult to control and how key parameters and variables influence process robustness. The offeror will also be evaluated on understanding how these critical processes can affect ballistic performance of the M314A3. In addition, the offerors presentation will be evaluated on mitigation, process inspections and structured Design of Experiments (DOEs) addressing the applicable parameters and variables associated with the critical processes. Offeror will be evaluated on use of 6 sigma techniques and tools.

2) Essential Processes, Procedures and Skills (Subfactor): Essential Processes and Procedures - The presentation will be evaluated on the adequacy of existing equipment and facilities. The offeror demonstrates that he or their subcontractor has the equipment necessary to manufacture according to the Technical Data Requirements. If shortfalls of manufacturing equipment and/or

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facilities exist, the remedy will be evaluated. In addition, capability to increase the delivery rate in the solicitation in the event of national emergency will be evaluated. Evaluation will be made on processes and capacity including, but not limited to the following:

- a) Manufacture of Candles
- b) Characterization and control of Candle material
- c) Manufacture of Primers
- d) Manufacture of Metal Parts and Cartridge Cases
- e) Manufacture of Parachutes
- f) Expelling and Propelling Charges
- g) Load, Assemble and Pack of end item

Essential Skills - The presentation will be evaluated on the capability of personnel (prime and subcontractors) to be used to perform the essential processes and procedures required to meet the delivery schedule. Evaluation will be made on the offerors essential skills and knowledge in the following areas including but not limited to:

- a) All items listed in 2) above
- b) Technical Management Skills
- c) Quality Control Skills
- d) Statistical Evaluation Skills

3) Integrated Master Plan / Delivery Schedule (Subfactor): The presentation will be evaluated based on evidence of capacity and capability. Equipment, resources, non-GFM components and facilities shall demonstrate production, whether at the prime contractor level or subcontract level, can be achieved in the necessary quantities, quality and on time to meet the required delivery dates. The government will evaluate the offerors Integrated Master Plan. Areas to be considered include, but are not limited to:

Overall Program Management,  
Subcontractor Management  
Risk Management that describes events to include but not limited to FAT, LAT, Vendor Deliveries, Production Schedule, and Final Delivery.

Other data must show that other programs currently in house (or at subcontractor facilities) or scheduled for the future will not affect the production of the M314A3 .

Evaluation will be based on number and type of personnel, experience and integration of the workforce.

4) System Integration/Program Management (Subfactor): The offerors presentation will be evaluated on areas including, but not limited to, capability/experience with system integration/program management, and their approach to effectively managing the M314A3 program to include supply chain management, identification of key subcontractors and management of risk, both technical and cost. The offerors presentation will also be evaluated on their plan to interact with the Government during different phases of the program including preproduction, production and any analysis that might be required.

5) Quality (Subfactor): The presentation shall be evaluated on areas including, but not limited to, demonstration that the offerors (prime and subcontractor) quality assurance general plan meet requirements of ISO 9001/9002 or an equivalent quality program acceptable to the Government. The offerors quality presentation for this effort will be evaluated on considerations including, but not limited to, the robustness of the system in determining acceptability of the product, controlling the processes to reduce variation and to eliminate/prevent nonconformities. The presentation shall discuss the use of 6 sigma techniques and tools in the quality system

Process Optimization/First Article and Essential Process and Procedures and Essential Skills are of equal importance and are more important than Integrated Master Plan/Delivery Schedule which is slightly more important than System Integration/Program Management which is slightly more important than Quality.

Past Performance (Factor): The Government shall utilize the following sub-factors to evaluate the offerors, subcontractors or partners (if applicable) past performance. The overall rating will be based on a composite rating of the following sub-factors:

1) On-Time Delivery (Subfactor): The offeror will be evaluated as to his and his subcontractors or partners ability to meet the required delivery schedule based on recent, relevant performance against past and current contracts. Reasons for past schedule slippages will also be evaluated.

2) Quality (Subfactor): The offeror and subcontractor will be evaluated on its probability of quality success on this contract based on its recent, relevant past quality performance, with consideration of the following:

- Is there proof/objective evidence that the offerors or subcontractors quality program identifies adverse trends/deficiencies, has adequate corrective actions to correct adverse trends/deficiencies?

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- What is the number and nature of RFWs and RFDs? Are they caused by the contractors, subcontractors or partners lack of process control?
- What is the number and nature of QDRs that were caused by the contractor, subcontractor or partner?
- Does the offerors quality program response to QDRs, FAT failures, lot acceptance failures, ballistic LAT failures, and other product quality problems provide the following: root cause analysis of deficiency; corrective action(s) to prevent nonconformance and corrective action(s) to repair/rework those stocks affected by the deficiency/nonconformance?
- Has the offeror, any subcontractor or partner had any other quality problems as identified in the PPIMS database?

On time Delivery is slightly more important than Quality.

Financial Capability (Factor)

A financial analysis will be completed on each offeror. The Government may choose to have the analysis performed in whole or in part by the Defense Contract Audit Agency (DCAA) or the Defense Contract Management Agency (DCMA). The analysis will consist of quantitative and qualitative assessments and will focus on the current financial position of the offeror as well as indicators of future financial distress. The results of the financial analysis will be used for Government determination of the offerors financial capability. Based on the results of this analysis a low, moderate, or high risk rating shall be assigned relative to the offerors financial ability to perform on this contract.

Price (Factor):

- (1) Price analysis shall be used to determine price reasonableness. Additional analysis techniques may be used as determined necessary by the Procuring Contracting Officer. These methods of evaluation may include the use of information/input from sources such as, but not limited to, other Government Agencies and personnel. As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1 (g), i.e. unbalanced pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government.
- (2) The price will be an evaluation factor; however, it will not be numerically scored. The Federal Acquisition Regulations (FAR) requires that contracts only be awarded at prices or costs that are fair and reasonable. Additional weighting shall not be given to price differences between offerors after a determination of fair and reasonable is assigned.
- (3) The Government will evaluate offers for award purposes by adding together the total prices proposed for the highest quantity in the Most Probable Quantity Range in each option period specified in Section I to the total price for the basic requirement (process optimization/first article) in Section B as well as the pricing additives mentioned below, in order to determine the overall best value to the Government. Evaluation of options will not obligate the Government to exercise the option(s). In addition, costs for GFE in possession of a contractor will be evaluated based on factors calculated as a result of the provision entitled Evaluation Procedures for use of Government Owned Production and Research Property" located in Section M. In addition, any other pricing related factors identified in Section M shall be applied as required by their respective provisions. The evaluation will also include the clause in Section I entitled Notice of Price Evaluation Preference for HUBZone Small Business Concerns", FAR 52.219-4.
- (4) The additional price/cost data provided in the EPA clause will not be considered separately in the determination of price reasonableness. This information will only be used in the calculation of an applicable EPA.

Small Business Utilization (Factor)

A rating will be assigned to each offerors (small, large, and foreign) proposal. This rating considers the proposed small business utilization and the likelihood of attaining that participation based on the small business utilization past performance. Offerors that have no contractual history within three years prior to the initial solicitation closing date, for the same or similar items that require (1) compliance with FAR 52.219-8 or FAR 52.219-9, and (2) using SBs and/or HBCU/MIs will be treated neither favorably nor unfavorably. The following adjectival ratings will be used to rate proposals: Marginal, Adequate, Good, or Excellent.

Ratings will be assigned as follows:

Rating Criteria

Definitions:

Deficiency - A material failure of a proposal to meet the USG requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level without immediate corrective action.

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Strength - A specific aspect or attribute of an offerors proposal, which exceeds the minimum requirements of the RFP and/or enhances the probability of program success. A significant strength in the proposal appreciably enhances the probability of success.

Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness - A flaw in the proposal that appreciably increases the risk to the level that the proposal may be determined technically unacceptable.

Management/Technical, including the sub-factors of 1) Process Optimization/First Article 2) Essential Processes and Procedures, and Essential Skills, 3) Integrated Master Plan /Delivery Schedule, 4) System Integration/Program Management and 5) Quality will be rated for as Unacceptable, Fair, Good, and Excellent. As part of these ratings a level of risk will also be assessed based on the offerors presentation.

Excellent: The offerors presentation is complete and comprehensive. The approach in performing the contract for the M314A3 has no weaknesses. It is clear that the offeror has a complete, comprehensive understanding of the requirements. The offeror has identified all necessary resources along with a detailed approach to performing the effort. The offerors approach is realistic, achievable and supportable. Very little doubt exists that the offeror will be successful on this contract. It is clear that the offeror is capable of addressing problems, questions, and issues that may arise in the performance of this contract in an effective and timely manner. The offerors presentation and understanding of the requirements represents a low risk in performance.

Good: The offerors presentation is generally complete and comprehensive. There are very few areas where a complete, comprehensive understanding of the requirements is not evident. There may be minor questions as to the offerors identification of necessary resources. Little doubt exists that the offeror will be successful on this contract. The approach is realistic, achievable, and supportable. It is clear that the offeror is capable of addressing problems, questions, and issues that may arise in the performance of this contract in an effective and timely manner. The offerors presentation and understanding of the requirements represents a moderately low risk in performance.

Fair: The offerors presentation meets the minimal expectations for manufacture of a complex ballistic munition, such as the M314A3. The offerors identified resources are marginal. It can be anticipated that significant government resources may be required to assure success. The offerors approach although minimally adequate, does not provide a comprehensive understanding. Some doubt exists that the offeror will be successful on this contract. Lack in the offerors approach raises the risk of performance. Some delays and problem resolution could be expected. It is anticipated that reliance on government resources may be required to assure timely and effective performance. Some lack of understanding of the complex nature of this contract effort raises doubt and represents a moderate risk in performance.

Unacceptable: The offerors presentation indicates a lack of understanding of contract requirements. The approach is questionable and indicates a lack of understanding of what is required to produce the M314A3. The offerors identified resources are inadequate. Substantial doubt exists that the offeror will meet the requirements of this contract. The poor approach raises significant doubt that the offeror will be successful. Significant doubt exists that the offeror fully understands requirements. The presentation and understanding represents a high risk in performance.

The Government reserves the right to perform on-site surveys of any or all offerors for verification purposes. Factors of Past Performance (including the sub-factors of On-Time Delivery and Quality) will also each be rated as Unacceptable, Adequate, Excellent or Neutral based on the following.

Offerors are advised that while an offeror will not be evaluated either favorably or unfavorably for having Neutral past performance, that Neutral rating can be considered during a trade-off analysis with other offerors who have a performance rating other than Neutral.

#### 1) On -Time Delivery

Unacceptable/High Performance Risk: Based on past performance there is substantial doubt that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault, has a history of many untimely deliveries.

Adequate/Moderate Performance Risk: Based on past performance, some doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance and due to contractor fault has some history of untimely deliveries. However, its deliveries are usually on time.

Excellent/Low Performance Risk: Based on past performance, essentially very little doubt exists that the offeror will perform in accordance with the required delivery schedule. The offeror has recent, relevant past performance with little or no history of not meeting required delivery schedule due to its own fault.

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**Name of Offeror or Contractor:**

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance.

2) Quality

Unacceptable/High Performance Risk: There is substantial doubt that the offeror will successfully perform in accordance with the quality provisions and perform the required effort. The offeror has recent, relevant past performance with a history of experiencing many quality-related problems such as QDRs, RFWs, and FAT failures/LAT failures, ballistic LAT failures that are the fault of the offeror. There is substantial doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Adequate/Moderate Performance Risk: Some doubt exists that the offeror will successfully perform the required effort. The offeror has recent, relevant past performance and has a history of experiencing few quality problems relating to QDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures that were the fault of the offeror. There is some doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Excellent/Low Performance Risk: Virtually no doubt exists that the offeror will successfully perform the required effort. The offeror has had recent, relevant past performance and any history of quality related problems such as QDRs, RFWs, FAT failures/LAT failures, ballistic LAT failures will not affect performance risk. There is very little doubt as to the offerors ability to be responsive to identifying root cause analysis/adverse trends and providing adequate corrective action(s) that have resulted in defective supplies or that could result in defective supplies.

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance

Financial Capability: Will be rated as Low Risk, Moderate Risk, or High Risk based on the following:

1. Each offeror and its major subcontractors (if any) will receive a rating based on the following:

Low Risk The Government review disclosed that there are no, or few, signs of current or future financial distress, and the offeror doesnt need outside financing (such as letters of credit or other types of loans) to finance any contract resulting from this procurement.

Moderate Risk The Government review disclosed that there are some signs of financial distress, and/or the offeror requires outside financing to finance any contract resulting from this procurement.

High Risk The Government review disclosed that there are significant or numerous signs of current or future financial distress.

2. The overall rating for those offerors who have major subcontractors will be determined as follows:

Low Risk The offeror has been found to be Low Risk as defined above, and no more than one major subcontractor may have a Moderate Risk rating as defined above. The remaining subcontractors must have a Low Risk rating. No subcontractor may have a High Risk rating as defined above.

Moderate Risk (a) The offeror has been found to be Low Risk, and more than one major subcontractor has been found to be Moderate Risk, or (b) The offeror has been found to be Moderate Risk as defined above, and one or more major subcontractors has a Moderate Risk rating. For either scenario (a) or (b) above, none of the major subcontractors may have a High Risk rating as defined above.

High Risk The offeror has been found to be High Risk as defined above, or one or more major subcontractors has been found to be High Risk.

Small Business Utilization

As required by DFARS 215.304, Small Business Utilization is an evaluation factor in this acquisition.

1. The Government will evaluate all offerors (small, large and foreign) proposed utilization of:

- Small Business (SB)
- Small Disadvantaged Business (SDB)
- Women-Owned Small Business (WOSB)
- Veteran-Owned Small Business (VOSB)



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**Name of Offeror or Contractor:**

Service Disabled Veteran-Owned Small Business (SDVOSB)  
Historically Underutilized Business Zone Small Business (HUBZone) hereinafter all to be referred to as SB; and  
Historically Black Colleges and Universities/Minority Institutions (HBCU/MI).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) applicable to this solicitation, the offerors own participation as a SB or HBCU/MI will be included in the evaluation of small business utilization.

3. The Government will evaluate the extent to which an offeror identifies and commits to utilizing SB and HBCU/MI in the performance of the proposed contract as well as how it has performed in this regard in the past. Such utilization may be as the contractor, a subcontractor, or as a member of a joint venture or teaming arrangement. The elements to be evaluated are:

(a) Complexity of specific products or services that will be provided by those SBs and HBCU/MIs.

(b) The extent of Small Business participation in terms of value of the total contract.

(c) Realism - To assess the realism of proposed small business utilization, the Government will evaluate the offerors actual past performance in achieving the proposed small business utilization on relevant contracts performed within three years prior to the initial solicitation closing date for same or similar products/services. This evaluation will include an assessment of:

(i) For small business offerors, the percent of small business utilization to total contract value on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.

(ii) For large business offerors, their actual performance in meeting SB and HBCU/MI subcontracting goals on each relevant contract will be compared to the proposed percent of small business utilization to proposed total contract value.

(iii) Offerors without a record of past performance will not be considered favorably or unfavorably in developing a realism assessment. The fact that the offeror has no past performance will be noted for the Source Selection Authority.

(End of Provision)

(MF6012)

M-4            52.247-4588            TRANSPORTATION EVALUATION            JAN/1995  
LOCAL

(a) Transportation evaluation of offer(s) will be based on F.O.B. price(s) plus Government transportation cost from shipping point(s) to the destination(s) named herein. Government transportation costs also include those for Government furnished material as set forth herein below and any additional receiving cost (disability) related to the mode of transportation indicated herein as applicable which may be incurred by the Government at destination(s). The best available transportation rates and related costs in effect or to become effective prior to the expected date of initial shipment, other than pre-production samples, and on file or published at the date offers are due, shall be used in the evaluation. However, when transportation rates and related costs which cover the traffic are filed or published after the bid opening or proposal due date and there were no applicable rates or costs in existence on that date, these rates and costs shall be used in the evaluation. Freight rates utilized in the evaluation will be those furnished by the Commander, Eastern Area, MTMC Military Ocean Terminal, Bayonne, NJ 07002.

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

Ammunition, Illuminating (NMFC: 064300/UFC: 35610)

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

See Section B for destinations.

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**Name of Offeror or Contractor:**

(d) Evaluation will include the quantities and sources of government furnished material listed below.

Closing Plug (NSN: 1315-00-821-6608); 15,608 each; FROM Crane IN  
Washers (NSN: 8140-00-862-3309); 15,608 each; FROM Hawthorne NV

(e) For bidders whose place of performance is outside the continental United States, the transportation evaluation for container shipments will be as follows:

(1) Evaluation will be based upon shipment of full containers, when monthly requirements meet full container criteria from point of embarkation to point of debarkation.

(2) When monthly requirements do not equate to full container criteria, container shipments will be evaluated on a prorata basis from point of embarkation to point of debarkation.

(3) From point of debarkation to final destination, shipments will be evaluated in a manner consistent with all CONUS shipments of like items.

(4) Containers will be evaluated when shipments via surface mode at the time of the evaluation is found to be the most advantageous to the Government.

(5) Containers utilized for evaluation purposes are identified by the Transportation Containerization clause located elsewhere in this solicitation.

(End of provision)

(MS6020)

M-5      52.209-4590      FIRST ARTICLE APPROVAL      SEP/1995  
LOCAL

(a) Evaluation of bids or offers where first article test is waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

(b) Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of provision)

(MS7007)

M-6      52.245-4519      EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND      AUG/1993  
LOCAL      RESEARCH PROPERTY

(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

\_\_\_Offer is predicated on use of Government property in offeror's possession.

\_\_\_Offer is predicated on use of Government property in offeror's proposed subcontracts of vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement: \_\_\_\_\_

Number and Date: \_\_\_\_\_

Cognizant Government Agency (including address): \_\_\_\_\_

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

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**Name of Offeror or Contractor:**

- (2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.
- (d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.
- (e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.
- (f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror:\_\_\_\_months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent free use required through the month scheduled for final delivery.
- (g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:  

$$\frac{\text{TxRxPxS} = C}{Q}$$
- T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).  
R: Rental rate.  
P: Production period (months).  
Q: Quantity of items to be procured.  
S: Pro rata share, if applicable.  
C: Evaluation factor to be added to unit price.
- (h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.
- (i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.
- (j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.
- (1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.
- (2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:
- (i) Refuse to authorize the subcontractors use of such property, or;
  - (ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)